

REQUEST FOR PROPOSALS

DESIGN-BUILD TRAFFIC SIGNAL SYSTEM IMPROVEMENT SR-203 Harrison Blvd. & Shadow Valley Dr., Ogden

PROJECT NUMBER SP-0203(4)1
PIN NUMBER 4297
CID NUMBER 90167

January 6, 2004

**Including Addenda #1
January 20, 2004**

SCHEDULE (subject to change)	
Issue RFP	January 8, 2004
Mandatory Pre-Bid Meeting and Job Walk	January 14, 2004
Written Questions Due ¹	January 20, 2004 Before 11:00 A.M.
Proposals Due	January 26, 2004
Open Price Proposals/Announce Apparent Best Value	February 9, 2004
Award Contract	February 16, 2004
Notice to Proceed	March 3, 2004

¹ Addenda #1 – January 20, 2004

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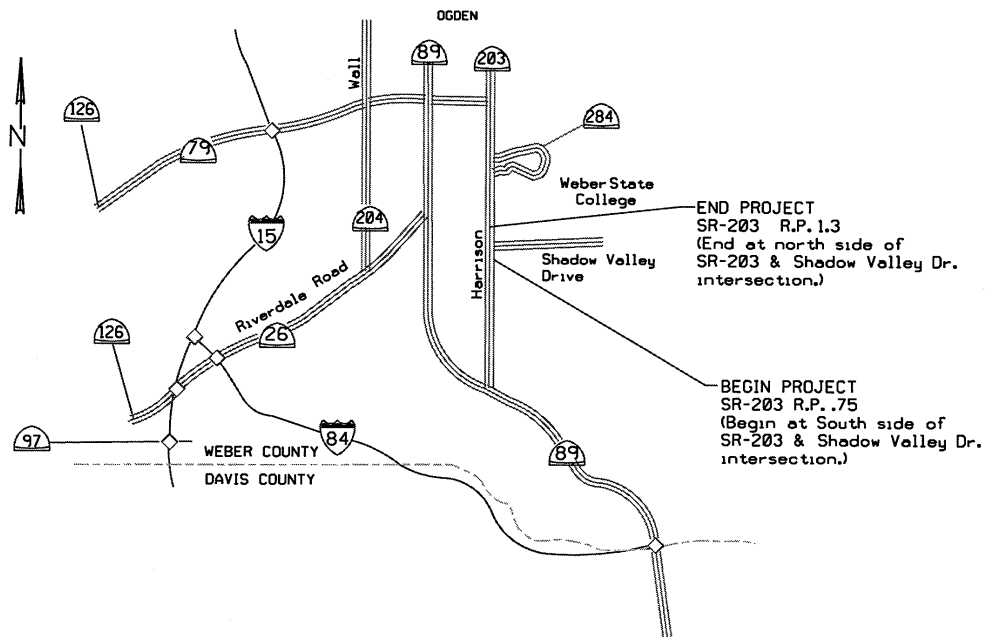
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² Addenda #1 – January 20, 2004

CHAPTER 1 GENERAL INFORMATION

1.1 LOCATION MAP

SP-0203(4)1
SAFETY SIGNAL PROJECT
SR-203 HARRISON BLVD. &
SHADOW VALLEY Dr., OGDEN
DESIGN & CONSTRUCT
SIGNALIZED INTERSECTION



1.2 INTRODUCTION

The Utah DEPARTMENT of Transportation (UDOT), hereinafter referred to as the DEPARTMENT, is seeking a DESIGN-BUILDER to design, construct, and perform all other services necessary to provide a fully functional and operational traffic signal systems and related improvements at the following location.

Location – SR-203 & Shadow Valley Dr., Ogden

1.3 DOCUMENTS IN THE CONTRACT

The CONTRACT is made up of the following documents:

- a. Request for PROPOSALS
- b. UDOT Standard Specifications
- c. Documents incorporated into the CONTRACT by reference in the RFP
- d. Addenda to this RFP
- e. DESIGN-BUILDER's PROPOSAL

1.4 ELECTRONIC FILES COMPRISING THE RFP

The RFP is available in electronic format from the UDOT website at <http://www.udot.utah.gov/cns/DesignBuild1.htm>. The electronic files must be picked up at the Plans Desk in the UDOT Construction Division on the 4th Floor of the Calvin Rampton Complex. The electronic files comprising the RFP are as follows:

Location	Directory	File	Contents
SR-203 & Shadow Valley Dr., Ogden	4297_04	4297_design.dgn	Existing Utility Information
		4297_AERIAL	Aerial Photo

1.5 ABBREVIATIONS AND DEFINITIONS

1.5.1 ABBREVIATIONS

DB	Design-build
DBE	Disadvantaged Business Enterprise
FHWA	Federal Highway Administration
IA	Independent Assurance
IQF	Independent Quality Firm
NTP	Notice to Proceed
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right-of-Way
SOQ	Statement of Qualifications

UDOT

Utah Department of Transportation

1.5.2 DEFINITIONS

Constructor or **Construction Subcontractor** means any contractor or subcontractor (or affiliate) who is involved in the actual construction of the Project.

Contract means the written agreement that has been fully executed between the DEPARTMENT and the DESIGN-BUILDER that covers a Project.

Department means the Utah Department of Transportation (UDOT).

Design-build means a project delivery method by which the owner contracts with a single entity that has responsibility for the design and construction of a project under a single contract.

Design-Builder means the legal entity that holds the CONTRACT with UDOT. The DESIGN-BUILDER may be an individual, firm, partnership, corporation, joint venture, or combination thereof.

Design-build Team means all firms and persons that will perform work on the DESIGN BUILD CONTRACT on behalf of the DESIGN-BUILDER, including the DESIGN-BUILDER, subcontractors, designers, suppliers, and agents.

Design Quality Firm (DQF) means the firm or individual providing QUALITY ASSURANCE reviews and checks of the design. This person(s) may be employed by the design firm performing the design; however, they cannot be involved with the design of any aspect of the project except as a reviewer and checker.

Lead Principal Participant means the PRINCIPAL PARTICIPANT who has the Majority interest and/or responsibility in a partnership or joint venture and who is designated by the partnership or joint venture as having the lead responsibility for managing the DESIGN-BUILD TEAM's organization.

Notice to Proceed (NTP) The letter from the DEPARTMENT to the DESIGN BUILDER authorizing work to commence.

Price Proposal means the portion of the PROPOSAL that contains the Lump Sum price for the project. The price proposal does not include the technical proposal

Proposal means those documents submitted by a DESIGN-BUILD TEAM to the DEPARTMENT in accordance with the RFP. PROPOSAL includes the PROPOSER'S complete response to this RFP with the properly completed PROPOSAL forms and all required supporting documentation. The proposal is made up of a technical proposal and a price proposal.

Principal Participant means any of the following entities:

- Any entity which comprises the DESIGN-BUILDER, including an individual firm, all general partners or joint venture members; and/or
- All Persons and legal entities holding (directly or indirectly) a 15% or greater interest in the DESIGN-BUILDER.

Quality Assurance (QA) means all those planned and systematic actions necessary to provide confidence that a product will perform satisfactorily in service. It involves the continued evaluation of the activities of design, development of plans and specifications, construction, and maintenance. Actions include, but are not limited to: design checks and reviews; inspection, including specification compliance reviews, document control and shop drawing review and approval; materials sampling and testing at production site and project site; inspection of manufacturing/processing facilities and equipment; inspection of on-site equipment, calibration of test equipment, acceptance or rejection of materials or work based on acceptance testing; and documentation of QA activities.

Quality Control (QC) means the total of all activities performed by the Contractor, Designer, producer, or manufacturer to ensure that a product meets CONTRACT requirements. This includes design procedures and checking, materials handling and construction procedures, calibration and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes. QC also includes documentation of QC efforts.

Restricted Participant: A RESTRICTED PARTICIPANT is a firm or individual who is only allowed to be on one DESIGN-BUILD TEAM. RESTRICTED PARTICIPANTS are defined as follows:

- The DESIGN-BUILDER and any firms or persons constituting the DESIGN-BUILDER.
- Any PRINCIPAL PARTICIPANT
- The entity or persons performing construction of the traffic signal system or electrical system.
- The entity or persons performing the design of the traffic signal system or electrical system.
- The entity or persons performing the design of the civil portions of the project.
- Any person or entity that may be involved in preparing the overall construction sequencing or the overall pricing of a PROPOSAL.

Technical Proposal means the pass/fail and scored portions of the PROPOSAL, but does not include the PRICE PROPOSAL.

*** END OF CHAPTER ***

CHAPTER 2 PROCUREMENT PROCESS OVERVIEW

2.1 GENERAL

This Request for PROPOSALS (RFP) invites all DESIGN-BUILDER TEAMS that have been prequalified into UDOT's Design Build Traffic Signal Pool to submit PROPOSALS on the project described in this RFP. PROPOSALS will only be accepted from DESIGN-BUILDER TEAMS in the prequalified pool.

For Teams interested in submitting a PROPOSAL, information on this Request for PROPOSALS, Project No. SP-0203(4)1 will be available January 8, 2004, and may be obtained from the UDOT Website at <http://www.udot.utah.gov/cns/DesignBuild1.htm>.

A mandatory pre-bid meeting and site visit for pre-qualified DESIGN-BUILDER TEAMS interested in submitting PROPOSALS will be held at 9:30 am, January 14, 2004, in the UDOT Region 1 Conference Room 169 N. Wall Avenue, Ogden, UT. There is a limit of two people per team invited to attend the site visit. For information, call Brett Slater at (801) 620-1686.

The deadline for receiving PROPOSALS is 12:00 PM on, January 26, 2004. Deliver all PROPOSALS to: UDOT-Region One Front Desk, 166 West Southwell Street. Ogden, Utah attention Brett Slater.

Those DESIGN-BUILD TEAMS who are in the pool and desire to submit PROPOSALS shall do so in accordance with the requirements described in this RFP. Final selection of the successful DESIGN-BUILDER will be based on "best value" to the DEPARTMENT, considering price and other factors submitted in the PROPOSALS as well as on other information available to the DEPARTMENT. The DEPARTMENT's decisions in the selection process will be final and protests will not be accepted.

2.2 DEPARTMENT REQUESTS FOR CLARIFICATION

It is the responsibility of the DESIGN-BUILDER to provide accurate and complete information to the DEPARTMENT. The DEPARTMENT may, at its sole discretion, request clarifications, or supplemental information from the DESIGN-BUILDER during the PROPOSAL evaluation.

The DEPARTMENT may waive technical irregularities in the DESIGN-BUILDER'S PROPOSAL that do not alter the quality or quantity of the services offered.

All DEPARTMENT requests will be in writing by fax and will be addressed to the designated Single Point of Contact for each DESIGN-BUILDER. The return fax number will be provided with the DEPARTMENT's request. Responses shall be limited to answering the specific information requested by the DEPARTMENT.

2.3 ORAL PRESENTATIONS

PROPOSERS may be required to make an oral presentation to the DEPARTMENT. The DEPARTMENT will schedule the time and location for any presentation.

2.4 BEST AND FINAL OFFER

The DEPARTMENT reserves the right to request Best and Final Offers.

2.5 CREATION OF CONTRACT

The selected PROPOSER will be expected to enter into a formal agreement with the DEPARTMENT. The successful PROPOSAL will become part of the CONTRACT Documents, subject to the order of precedence of documents defined in the RFP. The successful DESIGN-BUILDER will be obligated to perform in accordance with the requirements of this RFP, its terms and conditions, and with all statements in the PROPOSER's PROPOSAL that exceed the RFP requirements and Standard Specifications.

*** END OF CHAPTER ***

CHAPTER 3 GENERAL REQUIREMENTS

3.1 RELEVANCE OF RFQ AND SOQ

The DESIGN-BUILDER shall rely on the information in this RFP and not on the contents of the RFQ. The RFQ and Statements of Qualifications will not be part of the CONTRACT except to the extent that portions are specifically incorporated by this RFP.

Legal organization, RESTRICTED PARTICIPANTS, and key personnel who were included in the SOQ shall be on the team in the capacity indicated in the SOQ unless specifically approved otherwise by the DEPARTMENT. These changes shall be identified in the PROPOSAL.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. The RFP, PROPOSAL and all supplementary documents are essential parts of the CONTRACT and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.
- B. Should discrepancies appear between any of the following parts of the CONTRACT, a listed part shall take precedence over all those listed below it.
 - 1. The DESIGN-BUILDER's PROPOSAL Documents (see Note below).
 - 2. Request for PROPOSAL (RFP), all appendices, and addendums.
 - 3. The Special Provisions prepared by the DESIGN-BUILDER that are approved by the DEPARTMENT
 - 4. UDOT Standard Specifications
 - 5. UDOT Standard Drawings

Note: The DESIGN-BUILDER's PROPOSAL shall take precedence over the RFP only to the extent it exceeds the requirements of the RFP. In other words, if the PROPOSAL Documents include statements that can reasonably be interpreted as: offering to provide higher quality items than otherwise required by the CONTRACT Documents; or to perform services in addition to those otherwise required; or otherwise contain terms which are more advantageous to the DEPARTMENT than the requirements of the other CONTRACT Documents, the DESIGN-BUILDER's obligations hereunder shall include compliance with all such statements, offers and terms.

3.3 SECURITY DURING PROPOSAL REVIEW

Strict security measures will be taken to assure the confidentiality and security of all PROPOSALS submitted to the DEPARTMENT until after the CONTRACT for the work is awarded. No access to any PROPOSAL will be granted to any person, during the PROPOSAL review process, except UDOT employees who are specifically authorized by the DEPARTMENT.

3.4 OWNERSHIP AND RETENTION OF PROPOSALS

One copy of the PROPOSAL from each DESIGN-BUILD TEAM will be retained in the DEPARTMENT project files. All other copies will be destroyed. The PROPOSAL of the successful PROPOSER, excluding proprietary information, shall be open to public inspection for a period of 90 days after award of the CONTRACT.

3.5 PROPRIETARY INFORMATION

PROPOSERS are requested to mark as proprietary any specific information contained in their PROPOSAL that is not to be disclosed to the public or used for purposes other than evaluation of the PROPOSALS. Pricing, proposed services, and proposed work elements of the PROPOSAL will not be considered proprietary. If elements of the PROPOSAL are marked as proprietary, the DEPARTMENT will determine whether the information can be kept confidential, and notify the PROPOSER of its findings. If the PROPOSER does not agree with this determination, the PROPOSAL may be withdrawn from consideration.

3.6 APPLICABLE FEDERAL AND STATE REGULATIONS

The successful DESIGN-BUILDER shall conform to all applicable state and federal regulations, including Title VI of the Civil Rights Act of 1964, and recognized industry, safety, environmental, and design standards.

The DEPARTMENT encourages the participation of DBE/MBE/WBE firms, however, DBE/MBE/WBE goals are not required for this project.

3.7 REJECTION OF PROPOSALS

The DEPARTMENT reserves the right to reject PROPOSALS received as a result of this request.

3.8 INCURRING COSTS / STIPEND

The DEPARTMENT shall not be liable for any costs incurred by PROPOSERS prior to the issuance of any agreement, CONTRACT, or purchase order, except as follows: A stipend of \$500 will be paid to all unsuccessful PROPOSERS that obtain a passing score on all pass fail criteria and whose TECHNICAL PROPOSALS earn 60 points or more.

After all teams have been paid the stipend, the proposals will be considered public information and may therefore be examined by the public. If a team does not wish its proposal to be open to the public, they may elect to deny the stipend. In such case, their proposal will not be open for public examination.

3.9 INQUIRIES

Inquiries regarding all aspects of the RFP shall be directed, in writing (or faxed) to the contact identified below. All questions must be received in writing no later than the due date as specified on

the cover sheet of this RFP. Written responses shall be distributed to all recipients of this RFP, except for those considered by UDOT to be confidential.

Brett Slater, Project Manager
Utah Department of Transportation Region 1
166 West Southwell Street.
Ogden, UT 84404
Ph. 801-620-1686
Fax 801-620-1676

3.10 PROPOSAL SUBMISSION AND DELIVERY

PROPOSALS shall be addressed and delivered in a sealed box to the following on or before the date and time indicated on the cover of this RFP.

Utah Department of Transportation
Region 1 Front Desk, c/o Brett Slater
166 West Southwell Street.
Ogden, UT 84404
Telephone: (801) 620-1600

3.11 EXAMINATION OF WORK SITE

The PROPOSER is responsible for examining the worksite prior to submitting a PROPOSAL. Location information is provided with this RFP along with other pertinent preliminary ROW and survey information.

3.12 MANDATORY PRE-BID MEETING

The DEPARTMENT will conduct a mandatory pre-bid meeting and site visit at the time indicated on the cover sheet of this PROPOSAL to provide or clarify the requirements of this RFP. PROPOSALS will not be accepted from Teams that are not represented at this meeting and site visit. All individuals attending will be required to provide and wear an orange protective vest, steel-toed boots, safety glasses, and a hard hat during the field review of the jobsite.

3.13 RFP ADDENDA

The DEPARTMENT reserves the right to revise the RFP during the PROPOSAL process at any time before the PROPOSAL due date by issuing addenda. Any addenda will be posted to the UDOT website and all pool members will be notified by e-mail. If an addenda is needed within 5 days of the proposal due date, the proposal due date will be postponed. It is the responsibility of each DESIGN-BUILDER TEAM to verify whether addenda have been issued, to download from the UDOT website any addenda, and to acknowledge receipt of addenda.

3.14 CONTRACT TIME AND RELATED ISSUES

Contract time will be measured in calendar days.

3.14.1 SUBSTANTIAL COMPLETION

Substantial completion for an intersection is defined as: having all new traffic signals in the intersection turned on and operational; old traffic signals removed; all interconnections have been completed; all permanent signing, striping and channelization is complete; all other safety features are complete; the project is open to full and unrestricted use by pedestrian and vehicular traffic; all associated civil work is complete; and any remaining work can (and will) be accomplished without lane closures between 6:00 am and 10:00 pm.

3.14.2 TIME FOR SUBSTANTIAL COMPLETION

The contract time allowed for this project will be 75 Calendar Days. If the calendar days proposed by the DESIGN-BUILDER are less than 75, the fewer number of days will become the number of days allowed. Time charges will begin 10 days after NOTICE TO PROCEED and end at substantial completion of the intersection:

3.14.3 FINAL COMPLETION

Final Completion occurs when the intersection is substantially complete plus all punch list work and required paperwork are complete and approved by the DEPARTMENT. Final completion will not be declared until acceptable AS- BUILT DRAWINGS have been submitted to THE DEPARTMENT. Final completion on this project shall be no later than 30 calendar days after substantial completion.

3.14.4 LIQUIDATED DAMAGES

Liquidated damages will be assessed in accordance with Section 00555 of the 2002 UDOT Standard Specifications for failure to achieve substantial completion of each intersection within the number of calendar days described in section 3.14.2.

Additionally, failure to achieve final completion within 30 calendar days after substantial completion will result in liquidated damages being assessed at a rate of \$500/day until final completion is achieved.

3.15 DISQUALIFICATION OF PROPOSERS

The DEPARTMENT will reject a PROPOSAL for any of the following: (1) More than one PROPOSAL from an individual, firm, or corporation under the same or different names; (2) Evidence of collusion among PROPOSERS.

3.16 NON-COLLUSIVE BIDDING CERTIFICATION

By submitting the PROPOSAL, each PROPOSER and each person signing on behalf of any PROPOSER certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief: (i) The prices in this Bid PROPOSAL have been arrived at independently without collusion, consultation, communication, or agreement with any other PROPOSER or with any competitor for the purpose of restricting competition; (ii) Unless required by law, the prices that have been quoted in this PROPOSAL have not been and will not be knowingly disclosed by the PROPOSER, directly or indirectly, to any other PROPOSER or competitor before opening of PROPOSALS; (iii) No attempt has been made or will be made by the PROPOSER to induce any other person, partnership, or corporation to submit or not to submit a Bid PROPOSAL for the purpose of restricting competition; (iv) The signers of the Bid PROPOSAL will tender to the DEPARTMENT a sworn statement that the named PROPOSER(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this PROPOSAL.

The UTAH DEPARTMENT OF TRANSPORTATION NON-COLLUSIVE BIDDING CERTIFICATION statement includes:

"I declare under penalty of perjury under the laws of the United States and the State of Utah that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this Project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah Department of Transportation, with regard to this Contract."

Signing the Bid PROPOSAL at the bottom of the Bid Schedule certifies compliance with all provisions of this Non-Collusive Bidding Certification.

3.17 DEBARMENT

THE DEPARTMENT may debar a PROPOSER from performing any work on DEPARTMENT or DEPARTMENT administered projects if: (i) The PROPOSER or an affiliate (defined as an owner, director, manager, officer or fiscal agent of the PROPOSER) has been convicted of or entered a plea of guilty or nolo contendere to a bid-related or a contract-related crime in any court of competent jurisdiction; (ii) The PROPOSER or an affiliate has made a public admission of any bid-related or contract-related crime; (iii) The PROPOSER or an affiliate has falsified information or submitted deceptive or fraudulent statements in connection with prequalification, bidding, or performance of a contract; (iv) The PROPOSER or an affiliate has violated relevant antitrust laws covering bid rigging, collusion or restraint of free competition among contractors; (Violations covered by the Sherman Antitrust Act, 15 U.S.C. 1, et seq. and Title 76, Chapter 10, Section 911, et seq., U.C.A. 1953, as amended); (v) The PROPOSER or an affiliate has demonstrated willful wrongdoing reflecting a lack of integrity in bidding or performing public projects; or any other condition as defined in Standard Specifications Section 00120, Instructions to PROPOSERS, 1.17, 1.18, 1.19 and 1.20.

3.18 INSURANCE

Insurance requirements for this Project will be per the Standard Specifications.

3.19 PROCEDURES FOR RESOLUTION OF DISPUTES

Disputes for this project will be resolved according to the Standards Specifications section 00727.

3.20 ECONOMY OF PREPARATION

PROPOSALS shall be prepared simply and economically, providing a straightforward, concise response to the RFP requirements.

3.21 MEASUREMENT AND PAYMENT

This project is a lump sum project. Submit a percent complete progress report to the Engineer for approval. Progress payments will be calculated using the agreed upon percent complete and the approved cost-loaded schedule. Progress payments will not be made without a monthly updated schedule.

*** END OF CHAPTER ***

CHAPTER 4 PROJECT REQUIREMENTS/SCOPE OF WORK

4.1 PROJECT SPECIFICS

The checklist for the intersection are provided in Appendix 2 and have been provided to express the DEPARTMENT'S basic requirements for each location. The checklists are not an exhaustive list of requirements of this project and it is the responsibility of the DESIGN-BUILDER to adhere to the DEPARTMENT'S design criteria as listed in this RFP to develop a complete design incorporating all the necessary items for a complete and operational system described by the conceptual design.

4.2 PROJECT SCOPE

The DESIGN-BUILDER will be responsible for design, construction, utilities relocation, right of way, management, public information, warranty, and other work necessary to provide a complete and functional project. All work done by the DESIGN-BUILDER shall be done in accordance with applicable DEPARTMENT guidelines and standards. The intent is to permit flexibility in design and construction to accommodate processes, procedures, and innovative techniques that are preferred by the DESIGN-BUILDER, as long as they are consistent with site conditions, good engineering practice, context sensitive solutions, and other standards, guidelines, and procedures identified in this RFP.

4.3 MANAGEMENT

The DESIGN-BUILDER shall be responsible for managing all aspects of the design, construction, utility relocation, right of way acquisition, and other required activities included in the final scope of work contained in this RFP.

4.4 RIGHT OF WAY

4.4.1 GENERAL REQUIREMENTS

General Scope. Acquire all project ROW and conduct all activities related to ROW acquisition, including, but not limited to, deeds, mapping, appraisal, appraisal review, negotiation, acquisition, procurement of title insurance, clearing of title, closing of acquisitions, and condemnation support, in accordance with the requirements of this Section. Proposed acquisition of ROW outside the "environmental impact area" will require a reevaluation of the environmental document by the DESIGN-BUILDER. The "environmental impact area" represents the area evaluated for possible environmental impact, and in no way represents the area UDOT expects to purchase for ROW. UDOT expects the Design-builder to minimize the need for purchasing ROW.

Legal Role. Function as an Agent for UDOT while acquiring Final ROW.

DEPARTMENT Approval. Obtain the DEPARTMENT's approval of all appraisals, requests to acquire Final ROW, acquisition documentation, and requests to commence condemnation proceedings. Provide the DEPARTMENT with all reports and supporting documentation for review and approval during the acquisition process. All ROW activities shall be coordinated with the DEPARTMENTS ROW Coordinator:

Essy Rahimzadegan
ROW Coordinator
166 West Southwell Street.
Ogden, Utah, 84404
PH 801 620-1658
Fax 801 620-1665

ROW Costs. Pay the costs of all services and documentation preparation for Final ROW acquisition. The DEPARTMENT will purchase all properties acquired for ROW.

Additional Properties. Pay the costs of acquisition (and the costs of all services and documentation preparation for the acquisition) of any temporary right or interest in real property that, in the discretion of the DESIGN-BUILDER is deemed necessary or advisable to acquire, for workspace, DESIGN-BUILDER lay-down areas, material storage areas, or other convenience. The DEPARTMENT will not be obligated to exercise its power of eminent domain, nor will it have any responsibility for the acquisition, maintenance, or disposition of Additional Properties or of any temporary right or interest therein.

4.4.2 REFERENCED STANDARDS AND PUBLICATION

4.4.2.1 REFERENCED STANDARDS

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the DESIGN-BUILDER'S Proposal has a higher standard than any of the listed standards, adhere to the PROPOSAL standard.

4.4.2.2 REFERENCED PUBLICATIONS

TABLE 4.4
REFERENCED PUBLICATIONS FOR RIGHT-OF-WAY ACQUISITION

<i>Author or Agency</i>	<i>Title</i>	<i>Document or Report No.</i>	<i>Date</i>	<i>Comments, Short Forms</i>
Appraisal Foundation	<i>Uniform Standards of Professional Appraisal Practices</i>	n/a	*	USPAP
FHWA	<i>Right-of-Way Project Development Guide (FAPG)</i>	n/a	*	n/a
UDOT	<i>Appraisal and Review Manual</i>	n/a	*	n/a
UDOT	<i>Manual of Instruction—Right-of-Way (Forms, Part 10)</i>	n/a	*	n/a
UDOT	<i>Project Development Process Manual</i>	n/a	*	n/a
UDOT	<i>Right-of-Way Acquisition Procedures</i>	n/a	*	n/a
	<i>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended</i>	n/a	*	n/a
UDOT	<i>Mapping and Aerial Photogrammetry Guidelines</i>			
UDOT	<i>Right of Way Acquisition and Relocation Procedures (merged forms in ePM)</i>			
UDOT	<i>Process and Procedures Manual (when completed).</i>			
* If no date is given, the most current version as of 12-15-03 is specified.				

Guidelines. Use the publications listed in Table 4.4 as guidelines for the practices, procedures, and methods to be used in the appraisal and acquisition of ROW. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

The DESIGN-BUILDER is required to meet with the UDOT Right of Way Coordinator to assure compliance with required standards.

Web Site. The UDOT documents are available on the Internet at <http://www.udot.utah.gov/>.

4.4.3 RIGHT-OF-WAY SCHEDULE

4.4.3.1 DEPARTMENT REVIEW AND APPROVAL

Schedule Submittal. Provide activities in the CPM schedule for right of way acquisition activities.

Additional Properties. Notify the Department's ROW Coordinator of all DESIGN-BUILDER additional properties and temporary rights or interests in real property to be acquired by the DESIGN-BUILDER.

Acquisition Packages. Submit all final and complete appraisal reports and acquisition packages to the ROW Coordinator for review and approval in accordance with this Section. For submittals of more than one appraisal or acquisition package at any given time, indicate the priority of required review in order to meet the Final ROW schedule.

Review Period. Assume that the DEPARTMENT reviews will require 5 Working Days. The DEPARTMENT intends to review these packages as expeditiously as possible.

Schedule Delay. Assume responsibility for any delays to the Project Schedule that result from submittal of inadequate or incomplete appraisal reports or acquisition packages.

Definition of Deficiency. If any components of an appraisal or acquisition package contain any error or omission, or if it fails to meet any criteria established in this Section, the DEPARTMENT will determine it to be deficient.

Correction of Deficiencies. Upon DEPARTMENT notification of a deficiency in an appraisal or acquisition package, correct such deficiency and resubmit the package to the DEPARTMENT. The DEPARTMENT will review the resubmitted package and notify the DESIGN-BUILDER of any deficiencies in the resubmitted package within five (5) Working Days of the DEPARTMENT's receipt of the resubmitted acquisition package.

4.4.3.2 FINAL RIGHT-OF-WAY SCOPE OF SERVICES

General. Complete all administrative activities and prepare all documentation sufficient to acquire the Final ROW. Obtain the DEPARTMENT's review and approval of all appraisals, legal descriptions, acquisition documentation, purchase prices, and funding/closing procedures. Do not commence any negotiations with landowners until the DEPARTMENT approves the acquisition package. Incorporate 35 calendar days into the schedule for negotiations. Include a minimum of one contact per week during the negotiations.

Eminent Domain. If the DESIGN-BUILDER and landowner cannot agree upon a purchase price acceptable to the DEPARTMENT, the DEPARTMENT may, at its sole discretion, approve an acquisition through condemnation or eminent domain procedures. Do not begin eminent domain procedures without an approved acquisition package*. Provide legal support services, and title reports, for acquisition through condemnation and eminent domain procedures. The DESIGN-BUILDER shall incorporate 10 calendar days into the schedule for eminent domain procedures. The 10 calendar days begins on the day required documentation is submitted to the Attorney Generals office.

Construction Clearance. Do not begin construction on any real estate unless property rights for the Project have been conveyed and recorded in favor of the DEPARTMENT, or a Right of Occupancy Agreement, or Right of Occupancy Agreement has been properly executed and delivered by all necessary parties in accordance with Subsection 4.4.4.5 (Right-of-Way Negotiations).

Legal Compliance. Complete and document all Final ROW activities in compliance with applicable laws, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended; and other rules and regulations. Prevent fraud, waste, and mismanagement.

Communications. In all correspondence with the DEPARTMENT relating to acquisition of real property, include the following information (at a minimum) in a heading:

- A. County
- B. UDOT project number
- C. Highway designation

- D. Project limits
- E. Parcel number
- F. Name-of-record owner(s)
- G. Project Pin Number
- H. Charge ID Number
- I. Proper and complete coding blocks for claims and or other payment requests.

4.4.3.3 FINAL RIGHT-OF-WAY SURVEYING AND MAPPING

Standards. Perform all Final ROW surveying and mapping and prepare all Final ROW documents in accordance with the UDOT *Manual of Instruction-Right-of-Way*, and industry standards. Prepare and file the Record of Survey Map as required by Utah State Code 17-27-17. All Right of Way surveys and monumentation must be completed by the Right of Way team of the DESIGN-BUILDER.

***Acquisition Packages.** In each acquisition package prepared for each parcel and submitted for DEPARTMENT approval, include the following items:

- Cover Sheet. With the following information:
 - Parcel number
 - Pin number
 - Charge ID number
 - Tax ID number
 - Station number
 - Location of parcel
 - Name of owner
 - Extent of acquisition (partial or full)
 - Type of granting instrument (fee, easement, trustee deed, corporation deed etc.)
- Legal Description. A complete, separate legal description of each parcel that is in a recordable form acceptable to the DEPARTMENT and that includes:
 - The form of granting instrument (fee, easement, etc.) adequate to effect the desired acquisition of the parcel; and
 - Signature and seal of a Land Surveyor licensed to practice in Utah.
- Parcel Plat. The parcel plat, as prepared by the Land Surveyor, and a half- size copy of the ROW map pertaining to the parcel
- Access Rights. A control of access document identifying the rights of access for the unacquired remainder property to the Project.

*** For condemnation purposes, the package must contain a memo from the Director of R/W to the Attorney Generals office. Attached to the memo and the request for condemnation are several documents including copies of the following: Agent's log, Appraisal, Appraisal Review, map,**

statement of just compensation, ownership record and any other document that would be relevant for the attorney representing the agency.

Submittal of Documentation. Deliver all reports, correspondence, and documents relating to Final ROW acquisition to the DEPARTMENT in both electronic and hard copy formats, or as requested by the DEPARTMENT.

4.4.4 JOB-SPECIFIC SERVICES

Title Acquisition. As more fully described in the following subsections, provide all services necessary to:

- A. Acquire title in the name of the State to the Final ROW, in form and substance acceptable to the DEPARTMENT;
- B. Clear and/or demolish the improvements on the Final ROW.

Guidelines. Maintain a of UDOT *Manual of Instruction—Right-of-Way*, Part 10, UDOT Right-of-Way Acquisition Procedures, UDOT *Appraisal and Review Manual*, and a current ROW map for public use.

Meetings. Attend ROW meetings as requested by the DEPARTMENT.

Letter to Property Owners. Provide a letter of introduction to each property owner and/or occupant, as approved by the DEPARTMENT, on DEPARTMENT letterhead stationery, and signed by the UDOT ROW Coordinator or his/her designee.

Submittal of Documentation. Deliver all reports, correspondence, and documents relating to Final ROW acquisition to the DEPARTMENT in both electronic and hard copy formats, or as requested by the DEPARTMENT.

4.4.4.1 TITLE SERVICES

Title Company. Select and contract with one or more title company(ies) approved by the DEPARTMENT.

Title Reports. For each parcel to be acquired by the DEPARTMENT for Project ROW, including fee acquisitions, slope easements, other drainage and roadway ROW or easements, and abandonment of utility easements:

Title Report Review. Review each title report to ensure that:

- A. The report complies with the format required by this RFP.
- B. The report clearly indicates which exclusions and exceptions are to be deleted upon acquisition of the subject parcel.
- C. The report clearly indicates any required deliveries to the title company to clear identified exclusions and exceptions.
- D. All current owners of record title are contacted and that negotiations or condemnation actions are conducted with all appropriate parties.

- E. If new parties of interest are discovered during negotiations, or vesting is other than was indicated on the original documents, the acquisition package shall be revised to include all corrected grantors. And, all appropriate forms, deeds or other documents shall be revised accordingly.

Acquisition Package Submittal. Submit to the DEPARTMENT an acquisition package that includes:

- A. A forty-year sales history on condemnation or total takes
- B. A five-year property sales history on partial takes
- C. A preliminary title commitment or preliminary title report dated within 30 days of the submittal date
- D. If necessary or appropriate, copies of all underlying documents and a plot of all easements, including existing Utility property interests, referenced therein

Title Exceptions and Exclusions. Work with the current owners of record title to each parcel or interest in a parcel or their designee, and all other appropriate parties, to clear any title exceptions or exclusions not acceptable to the DEPARTMENT.

Title Insurance. The DESIGN-BUILDER is not required to provide title insurance. If the DESIGN-BUILDER does not provide title insurance the title report must demonstrate the title is free and clear. Any errors in providing a free and clear title will be the full responsibility of the DESIGN-BUILDER. The DESIGN-BUILDER's Errors and Omissions insurance shall cover any costs and claims associated with errors in providing a free and clear title.

4.4.4.2 APPRAISAL SERVICES

General. For each ROW parcel acquired by the DEPARTMENT:

Appraisals. Provide the DEPARTMENT with a fair market value appraisal prepared by an appraiser meeting the minimum qualifications established herein.

Guidelines. Prepare the appraisal in conformance with law (including the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended), and in accordance with professional appraisal methods and applicable UDOT standards.

Appraiser Selection. Select appraisers from the DEPARTMENT's list of approved fee appraisers, which is available at the following web site:

<http://www.udot.utah.gov/esd/ConsultantServices/Pools/rowpool.htm> . Obtain final approval of each appraiser and each of the appraisal reviewers.

Owner Contacts. Establish personal pre-appraisal contact with each owner of record title and each occupant, and document all such contacts using a form approved by the DEPARTMENT. Offer each record title owner or designated representative, in writing, the opportunity to accompany the appraiser on the appraiser's inspection of the parcel. Maintain a record of all such contacts in the parcel file.

Right of Occupancy Agreement. If possible, secure a Right of Occupancy Agreement between the record title owner and the DESIGN-BUILDER that grants to the DEPARTMENT, the DESIGN-BUILDER, and assignees permission to enter the parcel. If the DESIGN-BUILDER's best efforts

cannot secure such an agreement, provide documentation acceptable to the DEPARTMENT that specifies the conversations, correspondence, and all other efforts made to secure the agreement.

As a last resort, if a Right of Occupancy Agreement cannot be secured, the DESIGN-BUILDER should attempt to obtain a Right of Entry Agreement. However, as this generally only allows for temporary occupancy, the DB needs to provide documentation acceptable to the DEPARTMENT which supports the use of this agreement in lieu of a Right of Occupancy Agreement.

Appraisal Report. Prepare a complete appraisal report for each parcel that:

- A. Complies with and includes all matters required by this Section and the UDOT ROW-related manuals;
- B. Satisfies the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- C. Satisfies the requirements of the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practices* (USPAP) in effect at the time the appraisal is submitted;

Is in the form approved by the DEPARTMENT; and

- D. Includes all pertinent special analyses, studies, or reports.

Compensable Interests. Provide the DEPARTMENT with copies of all written leases, licenses, and other occupancy agreements to identify lessees, licensees, and other occupants with potential compensable interests in each parcel, and to determine the value of each such interest.

Appraisal Reviewer. Coordinate with the appraisal reviewer regarding corrections and/or additional information that may be required for a particular appraisal.

Environmental Concerns.

Documentation. Document the environmental condition of each parcel based on field investigations and/or historical review, as appropriate for the particular parcel. Develop the information in coordination with the appraiser(s) and make it available to the appraiser(s). Provide the following documentation in the Appraisal Report:

- A. An Environmental Site Assessment (ESA) Phase I
- B. An ESA Phase II, if the ESA Phase I determines that there is a potential environmental risk
- C. An ESA Phase III if the ESA Phase II if the ESA Phase I determines that there is a potential environment risk
- D. An ESA Phase III if the ESA Phase II report justifies it, including approximate costs to remediate the parcel to achieve its current use and its highest and best use

DEPARTMENT Notification. Submit timely written notification to the DEPARTMENT of any concerns regarding Final ROW parcels and/or Additional Properties that could require environmental remediation or other special attention.

Backflow Prevention. Examine local ordinances regarding requirements for meter supply backflow preventors, and/or other special conditions. In the appraisal report, consider the installation of any such appurtenances on the parcel remainder as damage and include it as part of the compensation package to the landowner.

4.4.4.3 APPRAISAL REVIEW

In connection with appraisal review, the DESIGN-BUILDER shall perform the following:

Appraisal Reviewers. Select an appraisal reviewer that is independent from the appraiser from the DEPARTMENT's list of approved fee appraisers. Meet the requirements specified herein. Select only one appraisal reviewer for the Project to ensure report consistency and fairness.

Advertising Signs. The DEPARTMENT has done a preliminary evaluation of the advertising signs located on or near the project. It is the DEPARTMENT's opinion that it is possible to construct this project without relocating any advertising signs. The DESIGN-BUILDER is responsible for evaluating all advertising signs with regard to their design, utilizing the appropriate forms and sign schedule, and/or as instructed by the DEPARTMENT. If applicable, provide location and other information about the signs, which will enable the Design Builder to provide all appropriate relocation assistance, including advisory assistance and prescribed 90/30 day notices, to the owner of the signs.

Additional Reports. Determine, in consultation with the DEPARTMENT, whether additional appraisal reports or technical expert reports are required. If so, initiate, review, and reconcile each required report.

Review of Appraisals. Review all appraisal reports for each parcel to determine the consistency of methodology, supporting documentation related to the conclusion reached, and compliance with UDOT standards as defined herein and by the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practices* (USPAP), the *Uniform Standards for Federal Land Acquisitions*, and the *Uniform Act*. Obtain from the appraiser, written certification that these standards have been met.

4.4.4.4 FINAL RIGHT-OF-WAY ACQUISITION PACKAGE APPROVAL

UDOT ROW Coordinator. Meet with the UDOT ROW Coordinator before beginning ROW acquisition services to discuss resource plans, priority of parcels, and other pertinent issues.

Guidelines. Final ROW acquisition packages submitted by the DESIGN-BUILDER for DEPARTMENT approval shall follow the guidelines established in the UDOT *Manual of Instruction—Right-of-Way*, Part 10, and comply with the requirements specified herein.

4.4.4.5 RIGHT-OF-WAY NEGOTIATIONS

Legal Compliance. Conduct all negotiations in accordance with the requirements of the law. *All acquisition packages prepared by the negotiator shall be in full compliance with the Real Property Acquisition Policies Act of 1970, as Amended (the Uniform Act), and the implementing regulations found in Title 49, Code of Federal Regulations, Part 24, and shall also be in compliance with State Statutes, including Title 57 Chapter 12.*

Acquisition Agents/Negotiators. All agents working as Acquisition Agents or Negotiators shall be selected from the DEPARTMENT's list of approved relocation agents. If a firm is selected from the

list, the Design Builder and firm must obtain final approval from the ROW Coordinator of each agent who will actually work on the project. All agents must be fully qualified to perform the duties assigned as described in the RFQ for Right of Way Services

Contact Reports. Prepare, in a format acceptable to the DEPARTMENT, a separate negotiator's contact report or agent's log, which will document each meeting or conversation with any person (or their appointed representative[s] supported by a written confirmation of appointment) who has a compensable interest in each parcel.

Brochure(s). Produce DEPARTMENT-approved informational brochure(s) as appropriate, and distribute the brochure(s) to all property owners and displacees. Sample brochures are available from the UDOT ROW Coordinator for the DESIGN-BUILDER's use.

Presentation of Offer. Within 10 Working Days of the DEPARTMENT's approval of an acquisition package, present (in person, where practical) a written offer to purchase to, and only to, the property owner or owner's designated representative, with a Statement of Just Compensation, a Valuation Summary, the agent's business card, a Summary of Property Owners' Rights, and the appropriate brochure(s). If approved by the DEPARTMENT, the agent may also provide the grantor, or owner of record a copy of the appraisal report. The agent shall also provide a receipt for these documents with the requirement that said receipt be signed by the property owner or designated representative. Upon acceptance of the purchase offer, maintain follow-up contacts as appropriate and secure the necessary documentation and title curative Project Work.

Negotiating for Compensable Interests. Identify lessees, licensees, occupants, or other parties with potential compensable interests and, if appropriate, after consultation with the DEPARTMENT, negotiate with such parties for the acquisition of their compensable interests. Provide response to the verbal or written inquires of any property owner, lessee, licensee, occupant, or other holder of a compensable interest, as applicable, not more than 10 Working Days after an inquiry.

Parcel Files. Maintain a complete parcel file for each parcel. All original documentation related to the purchase of the real property interests will be maintained either in conjunction with or separate from the relocation files in conformance with UDOT standards, manuals, and procedures, and as specified herein. Forward the signed original documents to the DEPARTMENT ROW Section. (If a separate relocation file is set up and maintained, that file must contain a copy of all pertinent information from the acquisition file, sufficient to satisfy the needs of the relocation agent, the Design Build reviewing agent, and the UDOT ROW coordinator or designated DEPARTMENT review person.)

Administrative Settlement. Advise the property owners, lessee, licensees, occupants, and other holders of compensable interests, as applicable, of the administrative settlement process. In all dealings with property owners and other holders of compensable interests, clearly explain that the DEPARTMENT has the ultimate decision authority regarding any settlement requests. Confer with and deliver to UDOT's ROW Coordinator any settlement request from property owners, lessees, licensees, occupants, or other holders of any compensable interest, as applicable, including a detailed recommendation from the DESIGN-BUILDER in accordance with standards, manuals, and procedures as defined herein. Deliver the administrative settlement request and the DESIGN-BUILDER's recommendation to the DEPARTMENT ROW Coordinator within five (5) Working Days of receipt of the request. The DEPARTMENT will approve/disapprove the request within five (5) working days.

Second Appraisals. If a property owner requests a second opinion of value (or a second appraisal), the owner is to seek assistance from Utah's Private Property Ombudsman. The DEPARTMENT can and

will pay for a second appraisal if directed to do so by the Ombudsman. In certain circumstances, the agency may opt to pay for an additional appraisal without being directed to do so, but this is at the discretion of the agency and must be pre-approved by the UDOT ROW coordinator.

Evaluation of Settlement Requests. If requested by the DEPARTMENT, participate in the evaluation of administrative settlement requests and attend the settlement meetings. When the DEPARTMENT has made its findings regarding a settlement request, provide a letter of response to the administrative settlement findings to the property owner, lessee, licensee, occupant, or other holder of a compensable interest, as applicable. If within reasonable proximity of the Project, deliver all such responses in person within three (3) Working Days of the findings. If personal delivery is not feasible, mail the response letter with return receipt requested not more than three (3) Working Days following any decision by the DEPARTMENT. Make a follow-up telephone call to the property owner to discuss the settlement offer before mailing. The UDOT ROW Coordinator, on an as-needed basis, will coordinate and call the DEPARTMENT settlement meetings to order. Report to the DEPARTMENT concerning the property of a lease, if any, and provide the DEPARTMENT with a copy of the lease. Determine the remaining lease term; any liens or encumbrances; security deposits; and prorated taxes paid, if any.

Final Offer Letters. Subject to the DEPARTMENT's prior written approval, prepare and deliver a final offer letter to the property owner, lessee, licensee, occupant, or other holder of any compensable interest, as applicable. The letter shall be on the DESIGN-BUILDER's designed ROW letterhead and shall be signed by the DESIGN-BUILDER's Project ROW Negotiation Manager.

Conveyance Documents. Prepare and deliver documents of conveyance, including bisection clause and access clause, if applicable, to the property owner, lessee, licensee, occupant, or other holder of any compensable interest, as applicable, and obtain their execution of the same. All signatures on documents to be recorded shall be notarized in accordance with Utah law.

Possession and Use Agreements. Pursue and obtain Right of Occupancy Agreements concurrently with the parcel purchase negotiations. The form of Right of Occupancy Agreements will be provided by the DEPARTMENT and will contain provisions allowing for construction to commence while negotiations are finalized. Pursue and negotiate such strictly in accordance with the law.

Expediting ROW Acquisition. Remain open to all reasonable settlement requests from property owners that are feasible, comply with the regulations as outlined herein, and help expedite the ROW acquisition process. Note that the DEPARTMENT encourages all positive and creative solutions that both satisfy the property owner and promote the success of the Project.

Mediation and or Arbitration. The DEPARTMENT encourages the use of mediation and or arbitration as a means for alternate dispute resolution. We encourage all attempts to mediate or arbitrate value or relocation issues in compliance with state statutes.

4.4.4.6 CLOSING SERVICES

For purposes of closing services, the DESIGN-BUILDER shall perform the duties below.

Request for Funding. Prepare a request for funding in accordance with UDOT *Manual of Instruction—Right-of-Way, Part 10* or as directed by the DEPARTMENT. The agency requires a minimum of 2 weeks (14 days) to close on a total acquisition.

Escrow Agreement Documents. Prepare escrow agreement and closing documents, including a closing memorandum identifying all parties involved in the closing and listing all documents to be executed

and/or delivered in connection with the closing.

Closings. Attend closings; provide curative documents and exhibits as required and in conjunction with the applicable title company. Confirm that all conditions to closing are satisfied and notify the DEPARTMENT at least 5 days in advance of all closing appointments.

Updating Titles and Insurance. Coordinate with the DEPARTMENT and applicable title company to obtain updated title commitment prior to closing and then obtain an issued title policy based on the approved updated title commitment within 30 days following closing and transmit the same to the DEPARTMENT.

Document Certified Copies. Immediately after closing, obtain and deliver two (2) certified copies of each instrument of conveyance to the DEPARTMENT ROW Coordinator. Within 30 Working Days of closing, provide to the DEPARTMENT a closing binder, including the closing memorandum and an original and two (2) copies of all documents identified in the closing memorandum. Report to the DEPARTMENT concerning the property of a lease, if any, and provide the DEPARTMENT with a copy of the lease. Determine the remaining lease term; any liens or encumbrances; security deposits; and prorated taxes paid, if any.

4.4.4.7 ADMINISTRATION AND MANAGEMENT OF FINAL RIGHT-OF-WAY

In administering and managing its Final ROW activities:

Parcel Files. Maintain parcel records on file of all aspects of the acquisition process in accordance with applicable law. Each parcel file shall include all documents required by the Contract Documents, FHWA, and/or the DEPARTMENT.

Expense Reports. Provide monthly summaries of project expenses, including amounts authorized, amounts paid, and budget forecasting on a parcel-by-parcel and overall project basis

Projected Funding. Provide budget projections and anticipated funding requirements every thirty (15) Calendar Days, or more frequently, as requested by the DEPARTMENT.

Status Reports. Maintain and electronically transmit to the DEPARTMENT, in a format acceptable to the DEPARTMENT, monthly status reports of all parcels and activities related to Final ROW, additional Properties acquisition and disposition, and acquisition and disposition of temporary easements or other property interests. Provide weekly (or as requested) updates to the DEPARTMENT.

Correspondence: Provide copies of all incoming and outgoing correspondence as requested. Number all correspondence in accordance with Section 1 (General Requirements).

Subconsultant Reports: Evaluate and report subcontractor status and performance to the DEPARTMENT monthly, or more frequently, as requested.

Tracking System: Input and update parcel status in Web-based tracking system or as directed by the DEPARTMENT.

4.4.5 DEPARTMENT OVERSIGHT, MONITORING, AND REVIEW

General: The DEPARTMENT or its designee may, at its discretion, review and/or monitor the ROW activities and services performed by the DESIGN-BUILDER. This will be for oversight as a secondary review. The Design Builder shall conduct primary review. The DEPARTMENT will notify the DESIGN-BUILDER in writing of any Project oversight monitor or reviewer under contract with the DEPARTMENT. Provide any information (in addition to that specifically required elsewhere in the RFP) to the DEPARTMENT requested to assist in the DEPARTMENT's review and assessment of the progress, timeliness, adequacy, and sufficiency of the DESIGN-BUILDER's ROW activities.

4.4.6 COST RESPONSIBILITIES OF THE DEPARTMENT

The DEPARTMENT will:

Pay for ROW Costs: For each parcel of Final ROW, excluding the DESIGN-BUILDER's Additional Properties, process, and issue all approved warrants for payment of agreed purchase prices or awards, and incidental expenses for the transfer of the Final ROW to the State in accordance with applicable law.

Approvals: Provide final approval of all title reports, acquisition packages, administrative settlement requests, payments, and other approvals required by the Contract Documents, by the State, or by applicable law.

Delegation of Approvals: At its discretion, delegate some or all of the approval processes, after provision to the DESIGN-BUILDER of a signed notification.

Legal Support: Coordinate with the office of the Attorney General or contract condemnation counsel to provide legal counsel to file and prosecute condemnation hearings.

4.4.7 COST RESPONSIBILITIES OF THE DESIGN-BUILDER

ROW Costs: Pay the cost of, and be responsible for all preparations, negotiations, processing and issuing all payments of agreed purchase prices or awards; and all legal, administrative, and incidental expenses of or related to the DESIGN-BUILDER's Additional Properties and temporary easements, or other interests in real property acquired for the Project.

4.5 ENVIRONMENTAL

The DEPARTMENT has completed the Environmental Decision Document and a signed copy of it is included in Appendix 3. A signed copy is also available at the Region 1 Environmental Engineers office. The Environmental Decision Document gives the cleared environmental impact limits. Work outside of these limits will require a re-evaluation of the environmental document by the DESIGN-BUILDER. It is the DESIGN-BUILDER'S responsibility to ensure that all environmental mitigation requirements identified in the project environmental decision document are met. The DESIGN-BUILDER will be responsible for obtaining permits associated with the construction, including but not limited to the following: water quality, storm water discharge, and storm water pollution prevention.

The DESIGN-BUILDER will be required to perform any re-evaluation of the environmental decision document for work that exceeds the impacts identified within the environmental decision document.

4.6 DESIGN QUALITY

The DESIGN-BUILDER shall perform all QUALITY CONTROL activities for design. Design QUALITY ASSURANCE shall be performed by a Professional Engineer Registered in Utah who is not an employee of any firm performing construction on this project. Design Quality assurance includes verification and certification by persons not involved with the design of this project that (1) the Design QUALITY CONTROL processes have occurred, and (2) that the design meets the requirements of the RFP. This certification shall be provided to UDOT on a monthly basis, and will be a condition precedent to monthly payment to the Design-Builder.

4.7 CONSTRUCTION QUALITY

The DESIGN-BUILDER shall perform all QUALITY CONTROL activities for construction and submit a book to the Resident Engineer, of all the certifications for the entire project, organized by date and item at substantial completion. An independent quality firm will not be required for construction testing or inspection. The DEPARTMENT will perform all acceptance inspection and testing activities using the same procedures ordinarily used by the DEPARTMENT on UDOT design-bid-build traffic signal projects.

4.8 WARRANTY

The DESIGN-BUILDER shall warrant all work and DESIGN-BUILDER supplied materials and equipment from defects and failures of any kind for a period of two years. The warranty period shall begin at substantial completion. The DEPARTMENT will withhold a retainage of 5% of the contract price for the first 6 months of the warranty. For the remaining 18 months, the DESIGN-BUILDER shall post a warranty bond equal to \$50,000. Any defect covered by the DESIGN-BUILDER's warranties shall be repaired solely at his expense. The DEPARTMENT reserves the right to make warrantee repairs with DEPARTMENT forces and to back charge the DESIGN-BUILDER for the DEPARTMENTS costs.

4.9 ROADWAY

The project will include asphalt paving, curb, gutter, sidewalk, pedestrian ramps, and other work as shown on the check lists. The DESIGN-BUILDER is responsible for final horizontal and vertical alignments, earthwork (excavation and embankment), super elevations, transitions, etc., as normally expected for traffic signal, street, and sidewalk construction.

4.10 GEOTECHNICAL

The DEPARTMENT has no geotechnical information for these sites. If deemed necessary, the DESIGN-BUILDER may conduct investigation and testing to develop the PROPOSAL Price. The DESIGN-BUILDER is responsible for doing all necessary investigation, testing, and design for slope stability and foundation design, in accordance with UDOT standards and Manuals of Instruction. Any

geotechnical investigation outside the UDOT right of way will require approval from the appropriate land owner(s).

4.11 DRAINAGE

The scope of work will include evaluating hydrology and developing drainage requirements in accordance with UDOT's Manual of Instruction as shown on the conceptual drawings. Construction of drainage facilities, including ditches, catch basins, pipe and other work, may be required.

4.12 PAVEMENT SECTION AND FLATWORK SECTION

The DESIGN-BUILDER will evaluate current soil conditions and submit HMA mix design and concrete mix design to the Region 1 Materials Engineer for approval. Pavement removed or added as part of this project shall be replaced according to the approved Mix Design. A minimum of 24 inches of granular borrow, 6 inches of untreated base course and 6 inches hot mix asphalt shall be used. Approved mix design will meet the following design requirements:

A. Hot Mix Asphalt (HMA ½ inch):

1. PG 64-34 Asphalt.
2. N_{initial} 8 N_{design} 100 N_{final} 160

The Region 1 Materials Engineer is:

Rodney Terry
 UDOT Region 1 Materials Engineer
 Utah Department of Transportation Region One
 166 West Southwell Street.
 Ogden, Utah 84404
 Phone: 620-1606
 Fax: 801-392-1827

4.13 SIGNING AND TRAFFIC MARKING

The DESIGN-BUILDER will design and install signing and striping for the project. All traffic markings and materials will be required to meet the current UDOT standards.³

4.14 LIGHTING

Required lighting improvements are indicated in the checklist. All materials and equipment must conform to UDOT standards for lighting.

³ Addenda #1 – January 20, 2004

4.15 SIGNALS AND ATMS

Required ATMS work is indicated in the checklist. The DESIGN-BUILDER will design an initial timing plan, giving priorities to the main line.

4.16 UTILITY DESIGNATING

The DEPARTMENT has made minimal efforts to locate utilities prior to issuance of this RFP. The locations of all known utilities will be painted in the field and viewable at the mandatory pre-PROPOSAL meeting. The DESIGN-BUILDER will be held responsible for cost and schedule impacts for utilities that are either shown in the RFP or identified by contacting Blue Stakes. It is the DESIGN BUILDER'S responsibility to contact Blue Stakes before excavating. The DESIGN BUILDER will be responsible for keeping the "Blue Staking" active for the entire duration of the project.

4.17 UTILITY RELOCATIONS

DESIGN-BUILDERS are encouraged to design the project to avoid utility relocations. If the DESIGN BUILDER's design requires the relocation of a utility, the DESIGN-BUILDER will be required to incorporate the relocation schedule dictated by the utility into the project schedule. All costs associated with the utility relocation, including those incurred by the DESIGN-BUILDER and those required by State law to be paid by the DEPARTMENT to the Utility, shall be included in the PROPOSAL price. When utilities bill the DEPARTMENT, the DEPARTMENT will reimburse the utilities, and back charge the DESIGN-BUILDER. Actual design and construction or relocation of utilities will be accomplished in accordance with the requirements of the utility owner, by contracting entities acceptable to the utility owner.

The DESIGN-BUILDER shall be responsible for coordinating design and construction activities with utility companies and agencies. The degree of coordination may vary from one utility to another, depending on the DESIGN-BUILDER involvement in the design and construction of utility relocations. The DESIGN-BUILDER will develop all of the Utility Agreements for the DEPARTMENT. All utility agreements shall be approved by the Region Utility Coordinator prior to sending them to the utility company. The Region 1 Utility coordinator is:

Patty Jones
UDOT Region 1 Utility Coordinator
Utah Department of Transportation Region One
166 West Southwell Street.
Ogden, Utah 84404
Phone: 620-1660
Fax: 801-620-1665

The Design-Builders risk for utilities is limited to those shown in the RFP and those that are marked by Blue Stakes and visible at the pre-proposal meeting.

*** END OF CHAPTER ***

CHAPTER 5 DESIGN REQUIREMENTS

5.1 TECHNICAL REQUIREMENTS AND REFERENCES

All requirements of the 2002 UDOT Standard Specifications for Road and Bridge Construction including all changes up to the issuance of this RFP apply on this CONTRACT unless modified by this RFP.

The final design documents and as-builds shall be completed in English units using Bentley "In-Roads" version 8.4 and Bentley "Microstation" version 8.1 CADD products.

5.1.1 DESIGN POLICIES AND REFERENCES

Compliance with the following is mandatory:

- A. UDOT 06C-51, Traffic Signals (policy), September 30, 1999, or latest version
- B. UDOT Design of Signalized Intersections: Guideline and Checklist, May , 2003, or latest version
- C. USDOT Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), latest version.
- D. 2002 UDOT Standard Specifications including all changes up to date RFP was issued
- E. UDOT Standard Drawings latest version as of RFP issue date
- F. UDOT Manual of Accommodation of Utilities and the Control and Protection of State Rights of Way, May 2000 or latest edition.
- G. UDOT Department Special Provisions, November 18, 2003, or latest version
- H. ASHTO Road side design guide 2002
- I. ASHTO Green Book, latest version.

5.2 PRECONSTRUCTION DESIGN DRAWINGS/SUBMITTALS

The DESIGN-BUILDER may elect to perform design and construction activities in a concurrent manner, subject to the following. No construction shall begin until all of the following have occurred: (1) construction signing is in place (2) the Engineer has approved field stakes installed by the Design-BUILDER identifying actual field locations of poles and final ROW limits (3) the DESIGN-BUILDER has prepared and submitted preconstruction drawings and these drawings have been approved by the Engineer. Additionally, any construction outside of the UDOT right of way will not be permitted until acquisition or other suitable rights of entry have been obtained for said property.

The preconstruction drawings are not required to be in CADD format, however, the drawings shall be, at a minimum, scaled and show existing conditions and dimensioned locations of new improvements.

A one-week review period by the Department will be required for all submittals.

Preconstruction drawings for each intersection shall include, but are not limited to, the following elements:

New pole locations and mast arm lengths
R/W footprints and takes (if any).
Existing utility locations and relocations (if any)
Pedestrian Ramps to current standards

5.3 FINAL DESIGN DRAWINGS/AS-BUILTS

The DESIGN-BUILDER shall prepare and design the traffic signal elements in accordance with the UDOT Design of Signalized Intersections: Guideline and Checklist, applicable UDOT Standards and Specifications and industry reference documents listed in Section 5.1, above, and the CONTRACT documents.

Prior to final completion, the DESIGN-BUILDER shall submit six copies of their final design drawings. The design/drawings shall include but not be limited to:

- A. Site-specific Traffic Signal Design Packages that include:
 1. Traffic channelization plan / geometric alignment plan / lane configuration and striping details
 2. Traffic signal details / phasing plan
 3. ROW topo and drawings/locations/plans/footprint map/acquisition documents (if takes are required)
 4. Final survey and geotechnical reports and information
 5. Final Utility location / relocation map
 6. Geometric/civil design plans
 7. Interconnect details
 8. Other shop drawings, wiring diagrams, and equipment certifications (e.g., UL, FCC, etc.).
 9. Manufacturers' warranties, guarantees, instruction sheets, and parts lists.
 10. As-built conditions

5.4 AS-BUILT DRAWINGS

The Design Builder shall maintain a set of as-built drawings for all construction work. The as-built drawings shall be available for inspection upon request.

A complete set of as-built drawings for all construction elements shall be submitted to the DEPARTMENT at the completion of this project. Final completion will not be declared until acceptable as-built drawings have been submitted.

As built drawings shall be in CADD format using Bentley's Microstation 8.1 and Inroads 8.4. These as-built drawings shall conform to UDOT's CADD standards and applicable UDOT Design Standards. Additionally, as-built drawings shall include x-y-z coordinates for the following:

- Conduit
- Curb and Gutter

- Junction boxes
- Cabinet Foundations
- Pole foundations
- Drainage boxes
- Drainage pipe
- Relocated utilities
- Induction Loop Centers

5.5 SUBMITTALS

The Design-Builder shall comply with the submittal requirements of the Standard Specifications.

5.6 MAINTENANCE OF TRAFFIC

The DESIGN-BUILDER will provide construction traffic control in accordance with the UDOT standard drawings and the MUTCD. Submit Traffic Control and Maintenance of Traffic (MOT) Plans, stamped and signed by a State of Utah licensed Engineer, to the Region Traffic Engineer for approval prior to implementation. The MOT plans will need to be closely coordinated with Community Relations activities.

All necessary lane closures will only occur during non-peak traffic hours, due to the potential traffic impacts. Peak hours are defined as 7 AM thru 9 AM and from 3 PM thru 6 PM. Monday thru Friday. One lane of traffic in each direction will be required to remain open at all times. Shoulder closures will be permitted at anytime with the approval of the ENGINEER. The DESIGN BUILDER shall notify the Resident Engineer at least three working days prior to night work to facilitate any inspection that may need to take place. The DESIGN-BUILDER is responsible for complying with all city and local government noise ordinances unless waivers have been granted by such governing agencies. Extended lane closures may be granted for the construction of the median island and the reconstruction of the right turn lane from Harrison onto Shadow Valley Drive, if all efforts are made to limit the impacts to the traveling public and the closures are approved by the Resident Engineer.⁴

All night work shall have proper lighting and all workers shall have reflective clothing in accordance with DEPARTMENT standards. Traffic control devices for night work shall be approved for night use.

The PROPOSER will be responsible for obtaining all necessary permits from local agencies for night work prior to any night work.

5.7 LANE LINES AND INTERSECTION STRIPING

New pavement markings shall be out of paint. Location of pavement markings shall be approved by the DEPARTMENT prior to placement. As a minimum, the DESIGN BUILDER must match existing widths for the travel lanes and a minimum of 11' for the turn lanes.⁵

⁴ Addenda #1 – January 20, 2004

⁵ Addenda #1 – January 20, 2004

5.8 JUNCTION BOXES

The DESIGN BUILDER shall use type III-pc boxes at controller locations (refer to the UDOT standard drawings). Junction boxes for the poles shall be type II. All junction boxes shall be polymer concrete.

5.9 POWER SOURCE

UDOT's Utility Coordinator will contact the serving utility company to arrange for a new service connection at the site. The DESIGN-BUILDER will meet with the serving utility company to determine the appropriate location for the power source. The DESIGN-BUILDER will be responsible for any line extension costs required to provide power to the site.

The DESIGN-BUILDER shall coordinate with the DEPARTMENT (Region) regarding agreement requirements with the local municipality for payment of the power for intersection street lighting, connection fees, and maintenance. The name of the Region's contact person:

Patty Jones
Region One Utility Coordinator
Utah Department of Transportation
166 W. South Well St.
Ogden 84404
Office Phone: 801-620-1660
Fax : 801-620-1665

5.11 ADA RAMPS AND TIE IN TO SIDEWALK

All radii in each quadrant of each intersection shall be upgraded to current ADA standards in accordance with The UDOT Standard Drawings. The curb and gutter adjoining the ramp shall be removed to the nearest joint on each side of the ramp and replaced as part of the ramp construction.

The DESIGN-BUILDER shall design and construct proper access to the pedestrian push button as required in the UDOT Design of Signalized Intersections.

*** END OF CHAPTER ***

CHAPTER 6 CONSTRUCTION REQUIREMENTS

6.1 GENERAL PROVISIONS

6.1.1 REGULATIONS, CODES AND STANDARDS

All equipment furnished by the DESIGN-BUILDER shall be new and shall conform to the applicable requirements of the Underwriters Laboratory Incorporated (UL), the Electronics Industries Association (EIA), the National Electronic Code (NEC), the American Society of Testing and Materials (ASTM), the American National Standards Institute (ANSI), and the applicable standards, specifications and regulations of the Utah Department of Transportation.

6.1.2 UDOT STANDARD SPECIFICATIONS

The DESIGN-BUILDER shall conform to current UDOT Standards (See Section 5.1.1).

6.2 PREPARATION

- A. Conform to the National Electrical Code (NEC).
- B. Pick up State-furnished materials at the DEPARTMENT'S Warehouse, 4501 South 2700 West, Salt Lake City, Utah. Refer to Chapter 9 for DEPARTMENT contact and lead time requirements for DEPARTMENT furnished materials.
- C. Saw cut concrete or other improved surfaces to be removed in the sidewalk area, and replace with in-kind materials to match the existing grade.
- D. Attach brackets with a banding machine with stainless steel bands. Do not drill holes in poles except as shown on the plans. Follow Standard Drawings SL-2 and SL-9.
- E. Do not disconnect or remove an existing signal system until the replacement system is functioning.
- F. Contact the applicable power company at least 30 days before the connection date, and verify the exact location, voltage, procedure, and materials required by the power company.

6.3 UTILITIES NOT ENROLLED IN BLUE STAKES

If utilities that are shown in this RFP are not enrolled in Blue Stakes program, including, but not limited to, irrigation facilities, the DESIGN-BUILDER shall contact that utility owner directly to have the utility marked.

6.4 SCHEDULE

The DESIGN-BUILDER'S schedule submitted in their PROPOSAL shall be cost-loaded, with a percentage of project total cost assigned to each item and meet the requirements of the Standard Specifications for a Baseline schedule, and show sufficient detail for all activities including but not limited to Right of way, design, procurement milestones, utility relocations, construction and DEPARTMENT performed activities. Once approved by The DEPARTMENT, it shall be the baseline schedule for the project. The DESIGN-BUILDER shall submit a monthly update schedule. Monthly

progress payments will not be processed until an acceptable updated schedule has been provided to the DEPARTMENT.

6.5 SURVEY

The DESIGN-BUILDER will be required to perform all surveying necessary to provide a completed work. This includes but is not limited to the following:

- Survey for construction
- Survey for quality control
- Survey for quality acceptance
- Survey needed for as-built drawings
- Survey to construct or reconstruct all monuments and ROW markers
- Survey necessary for relocation of utilities

When Department Standards exist for survey activities, such surveying shall be done in accordance with Department Standards.

6.6 WEEKLY COORDINATION MEETINGS

Weekly progress meetings shall be conducted by the DESIGN-BUILDER. The Design-Builders Project Manager shall attend these meetings.

6.6.1 TEMPORARY OPERATIONS

The DESIGN-BUILDER shall follow the design guidelines when making modifications to existing signalized intersections. Design considerations shall include provisions for temporary power, temporary detection using aboveground technology, temporary signal control and traffic control, use of changeable message signs (CMS) and notification to Region Public Information Coordinator.

6.7 SIGNAL TURN ON

Once the DESIGN-BUILDER has determined that they are nearing signal turn on, they shall contact the UDOT Region 1 Traffic Signal Supervisor at least 8 business days in advance of when they would like an inspection. The contact for the Supervisor is:

Dale Lake
Traffic Signal Supervisor
Ph.801-620-1606
Cell 801-791-0270

6.8 DEMOLITION/SALVAGE OF EXISTING EQUIPMENT

Dispose of any salvaged material at the direction of the Resident Engineer.

The DESIGN-BUILDER shall properly dispose of all construction waste.

6.9 OVERHEAD CLEARANCES

The DESIGN-BUILDER shall verify all overhead clearances for utilities. No traffic signal equipment may be closer than 10 feet to any power lines. The DESIGN-BUILDER shall coordinate all overhead utility relocations with the appropriate utility companies.

6.10 DRAINAGE

The DESIGN-BUILDER shall maintain appropriate drainage throughout the project for the duration of the project. Inlets shall be protected as per UDOT standards from construction runoff.

*** END OF CHAPTER ***

CHAPTER 7 PROPOSAL SUBMITTAL REQUIREMENTS

7.1 INTRODUCTION

This chapter describes the specific information that must be included in the PROPOSALS. DESIGN-BUILDER TEAMS shall provide brief, concise information that addresses the objectives and the requirements of the RFP consistent with the evaluation factors described in this chapter.

7.2 EVALUATION FACTORS FOR THE PROPOSALS

To assist in preparing the PROPOSAL, the evaluation factors that will be used by the Department in scoring are listed below. Each evaluation factor in the PROPOSAL shall be clearly titled and identified, as well as identified in a table of contents in order to be deemed responsive to this RFP.

Pass/Fail Evaluation Factors

- 1) Cover Letter
- 2) Personnel Changes
- 3) Acknowledgements
- 4) Proposal Guarantee

Scored Evaluation Factors

- 5) Cost Loaded Schedule
- 6) Pole Locations and Right of Way Takes
- 7) Project Approach

Price Evaluation Factors

- 8) Bid Sheet and Price (provide separately in a sealed envelope)
- 9) PROPOSAL Guaranty

7.2.1 TECHNICAL PROPOSAL SCORING SHEET

Table 7.1 below will be used by the UDOT Evaluation Team to score each PROPOSAL. The Table shows the maximum possible score, minimum acceptable score, and the minimum possible score for each evaluation factor. Any PROPOSAL that scores below the minimum acceptable score on one or more evaluation factors will be considered non-responsive and will not be eligible for the stipend.

Table 7.1 TECHNICAL PROPOSAL Scoring Sheet

1	COVER LETTER	SCORE	Minimum Possible Score	Minimum Acceptable Score	Maximum Possible Score
	Name, address, phone, fax of single POC				P/F
	Signed by authorized rep				P/F
	Certification that info in SOQ is true and correct				P/F
	If not yet a JV etc, signed by all PP's				P/F
2	COST LOADED SCHEDULE				
	Schedule meets or improves date requirements		0	15	25
	Cost Curve Represents Construction		0	15	25
3	POLE LOCATIONS AND ROW TAKES				
	ROW and Utility Relocation Costs Minimized		0	5	10
	Pole Locations Minimize Cost and Impact		0	5	10
4	PROJECT APPROACH Approach Meets Typical Driver Expectation and Incorporates Good Engineering Judgment		0	20	30
5	PERSONNEL CHANGES				
	Project Manager				P/F
	Construction Manager				P/F
	Signal/Electrical Construction Manager				P/F
	Signal/Electrical Design Manager				P/F
	Civil Design Manager				P/F
	Design IQF Manager				P/F
	Community and Public Involvement and CSS Manager				P/F
	Utilities Manager				P/F
	Right of Way Manager				P/F
6	ACKNOWLEDGMENTS				
	Form AF Complete				P/F
	TOTAL				100

7.2.2 COVER LETTER

7.2.2.1 OBJECTIVE

To identify the DESIGN-BUILDER TEAMS and to provide certification of the accuracy of information provided in the PROPOSALS.

7.2.2.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED

The DESIGN-BUILDER TEAM shall provide a one-page letter confirming the official name of the Team, certifying that the information in the PROPOSAL is true and complete, and confirming the single point of contact. The letter shall be signed by the authorized representatives. If the DESIGN-

BUILDER TEAM is not yet a legal entity or is a joint venture or partnership, the letter shall be signed by authorized representatives of all PRINCIPAL PARTICIPANTS.

7.2.2.3 SCORING

A passing score will be given for submitting a one-page cover letter meeting the requirements above.

7.2.3 PERSONNEL AND RESTRICTED PARTICIPANT CHANGES

7.2.3.1 OBJECTIVE

To identify changes in personnel and RESTRICTED PARTICIPANTS.

7.2.3.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED

Each DESIGN-BUILD TEAM shall identify all changes to personnel who were identified in the SOQ and changes to RESTRICTED PARTICIPANTS. For each change, resubmit form L, CE, PP-1, PP-2, PM and R from the RFQ, as appropriate. Clearly identify whom the change is from and whom the change is to. If there are no changes, include the statement "No changes in personnel or RESTRICTED PARTICIPANTS". Include copies of written approval of previous personnel changes.

7.2.3.3 SCORING

A passing score will be given to DESIGN-BUILD teams that have had no changes in personnel and RESTRICTED PARTICIPANTS, or the proposed changes are acceptable to the DEPARTMENT. Teams are encouraged to seek written DEPARTMENT approval for changes prior to submitting the PROPOSAL.

7.2.4 COST LOADED SCHEDULE

7.2.4.1 OBJECTIVE

To identify DESIGN-BUILD TEAMS that can meet the prescribed schedule and that have a schedule with a cost curve accurately reflecting anticipated construction progress.

7.2.4.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED

Submit a hard copy (time scaled logic diagram showing activity logic ties) and electronic copy of a CPM schedule showing activity level detail with associated costs. The electronic copy shall be done using SureTrak 3.0. Show costs as a percentage of the overall project amount, and not actual dollar amounts. Each intersection shall have its own work breakdown structure.

7.2.4.3 SCORING

A passing score will be given for a schedule that meets the required substantial and final completion times, that shows cost loading accurately reflecting anticipated construction progress, with no evidence

of front-end loading, that accurately accounts for DEPARTMENT required reviews and DEPARTMENT provided equipment, and accurate times for utility relocation and right of way acquisition. A higher than passing score will be allowed for a schedule that provides completion in less days than required and meets all of the above requirements. The score given for this section in no way implies the DEPARTMENT's acceptance or approval of the schedule or the cost loading.

7.2.5 POLE LOCATIONS AND RIGHT OF WAY PLANS

7.2.5.1 OBJECTIVE

To identify DESIGN BUILD TEAMS that have proposed pole locations that are acceptable to the DEPARTMENT and that have minimized right of way acquisition requirements and utility conflicts.

7.2.5.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED

Submit plan sheets showing proposed pole locations and necessary right of way takes. The plan sheets are not required to be in CADD format but dimensions and details should be readily obtainable from the plan sheet. Any anticipated utility relocations should be shown on this plan sheet.

7.2.5.3 SCORING

PROPOSALS that show the best pole locations, minimal right of way takes, and minimized utility conflicts will receive the maximum score. Scores will be reduced accordingly for less than optimum pole locations, right of way takes or utility conflicts.

7.2.6 PROJECT APPROACH

7.2.6.1 OBJECTIVE

To identify DESIGN-BUILD TEAMS with the best overall project approach.

7.2.6.2 REQUIREMENTS AND INFORMATION TO BE SUBMITTED

A narrative (five page maximum) shall be submitted. The narrative should describe the following:

- Integration of design and construction
- Adhere to accepted traffic engineering principals
- Design must consider driver expectation
- Design must incorporate on hand State Furnished Material
- Right of way approach
- Maintenance of traffic/traffic control
- Public relations
- Any other information the DESIGN BULDER would like to share
- Utility Impacts

7.2.6.3 SCORING

Points will be awarded based on how well the approach addresses the objectives of the DEPARTMENT for this project.

7.3 PRICE PROPOSAL

7.3.1 OBJECTIVE

. A best value determination derived from the proposed price of each DESIGN-BUILDER for the subject project.

7.3.2 REQUIREMENTS

The PRICE PROPOSAL shall be completed for the prescribed schedule on the bid forms provided in Appendix 5 and included as part of the PROPOSAL package. The DESIGN-BUILDER'S price is a lump sum price inclusive of all elements of this project. PRICE PROPOSAL Bid Sheets must be separate from the Technical PROPOSAL in a separate sealed envelope marked with the DESIGN-BUILDER'S name and with "PRICE PROPOSAL" clearly visible.

7.3.3 SCORING

PRICE PROPOSALS will be integrated into the best value determination as described in Chapter 8.

7.4 PROPOSAL GUARANTY

Bid PROPOSAL will not be considered unless accompanied by a guaranty in the form of a certified check, cashier's check or guaranty bond for not less than 5 percent of the total amount of the bid made payable to the Utah Department of Transportation. The PROPOSER will make a PROPOSAL guaranty bond on the form included in the Bid PROPOSAL (see Appendix 4).

7.5 PROPOSAL FORMAT

PROPOSERS shall prepare, label, and submit their Technical and PRICE PROPOSALS in the following format. Provide responses to all information requested in this RFP for both the Technical and PRICE PROPOSALS. Failure to provide requested information may result in a PROPOSAL being declared non-responsive and as such be subject to rejection and disqualification by the DEPARTMENT. Failure to follow these PROPOSAL-formatting instructions, especially package labeling and sealing, may also result in PROPOSAL rejection and disqualification.

Format and Presentation

Language:	All information shall be in English.
Medium:	The PROPOSAL shall be printed in hard-copy form; electronic files for only the schedule will be accepted. Figures in the original and copies shall be of the same kind and quality.
Type Font:	All narrative text shall be Times Roman style font, with a minimum size of 11 points, and single-spaced. The type style and size of headings and figures are not prescribed.
Pages:	Pages shall be 8-1/2-by-11-inch (one page) or 11 x 17 inch paper (two pages).
Page Margins:	No text, tables, figures, or other substantive content generated by the PROPOSER may be printed within 0.5 inch of any page edge.
Page Numbering:	Every page shall be numbered consecutively, 1, 2, 3, , ... 23, 24, 25,The first piece of paper inside the binder shall be page one. Dividers shall be page numbered. Do not restart numbering within each section, i.e., DO NOT use 1-1, 1-2...; 2-1, 2-2...; etc
Dividers	Section and appendix dividers shall contain only the section number or appendix letter, plus title, and no other text or graphic design.
Binding:	The PROPOSALS shall be bound in three-ring binders. 11-by-17 inch plan sheets shall be folded to 8-1/2-by-11 inch page size and integrated with the PROPOSALS. The contents of the binder shall be clearly identified on the front cover and spine by PROPOSER name, Project Number and Name, and PROPOSAL Volume (as necessary).
Color and Reproducibility:	All PROPOSAL text and materials, excluding cover, spine, schedule, and plan sheets developed in response to this RFP shall be printed in black-and-white to avoid the extra cost of color reproduction, and shall be easily reproducible by an office copier.
Presentation of Contents:	PROPOSERS shall present information clearly and concisely. Where appropriate, bulleted lists, tables, and graphic figures are much preferred to extensive and wordy narrative text. Documentation that is difficult to read and understand or is poorly organized may be rejected and may lead to disqualification of the PROPOSAL.
Quantity:	One original and 5(five) copies of the TECHNICAL PROPOSAL shall be submitted. One original of the PRICE PROPOSAL shall be submitted, in a sealed envelope.

Package Labeling

PROPOSERS shall submit the Technical and PRICE PROPOSALS in separate, clearly labeled, sealed packages. The PROPOSAL packages shall be labeled as “Technical PROPOSAL” and “PRICE PROPOSAL” for Project No. SP-0203(4)1. The PROPOSER’S name shall be clearly marked on the package label. Failure to use a sealed package or to properly identify the PROPOSALS may result in an inadvertent opening of the PROPOSAL before the specified time. The PROPOSER shall be entirely responsible for any such consequences, including disqualification of the PROPOSAL.

Submittal Place and Date

PROPOSERS shall submit their respective PROPOSALS to the person and address specified in Chapter 3, Section 3.10 by the specified time and date. It is the PROPOSER’S sole responsibility to ensure that their PROPOSALS are received by the DEPARTMENT before the due date. PROPOSALS received after the deadline will be rejected without opening, consideration, or evaluation and made available for PROPOSER retrieval.

*** END OF CHAPTER ***

CHAPTER 8 PROPOSAL EVALUATION METHODOLOGY

8.1 INTRODUCTION

A formal selection committee will be established to evaluate proposals. Portions of the technical PROPOSALS will be evaluated on a “pass-fail” basis and other portions on both a pass-fail and scored basis. PRICE PROPOSALS will be evaluated on the criteria defined in the section below.

8.2 REJECTION OF PROPOSALS

The DEPARTMENT reserves the right to reject a PROPOSAL as being non-responsive if it does not address the requirements of this RFP. If explanations of portions of the PROPOSAL are unclear or incomplete, the DEPARTMENT reserves the right either to make subsequent inquiries or to reject the PROPOSAL as non-responsive.

PROPOSALS that receive a failing score on any of the Pass/Fail evaluation factors, a score below the minimum acceptable score on a scored evaluation factor, or that fail to achieve the minimum Technical score (60 points) criterion may be considered non-responsive and subject to rejection without further consideration, including price proposal evaluation.

8.3 EVALUATION OF PRICE PROPOSALS

PROPOSALS that meet pass all Pass/Fail criteria and have a minimum Technical Score of 60 points or more, will be evaluated on the basis of price. PRICE PROPOSALS will be opened on the date indicated on the cover sheet of this RFP.

8.4 BEST-VALUE DETERMINATION

PRICE PROPOSALS for the prescribed project schedule (on the Bid Sheet) will be opened and compared using the following adjusted price formula.

$$AP = (BP - (\$2000 \times Q))$$

where:

- AP = Adjusted Bid Price (dollars)
- Q = Technical Score (a value between 0-100)
- BP = PROPOSER's Bid Price from PRICE PROPOSAL (dollars)

The PROPOSER with the lowest adjusted bid price (AP) will be considered to have the "Best-Value" PROPOSAL for the project and will be the selected PROPOSER.

Award of the CONTRACT (if made) will be made to the PROPOSER that the DEPARTMENT determines is responsive to the RFP, whose PROPOSAL has satisfied the evaluation and selection criteria and who provides the best overall value to satisfy the DEPARTMENT'S project requirements and schedule.

*** END OF CHAPTER ***

CHAPTER 9 DEPARTMENT ROLES AND RESPONSIBILITIES

9.1 DEPARTMENT -PROVIDED EQUIPMENT AND HARDWARE

When required for installation on this project, the DEPARTMENT will provide the traffic signal equipment and related hardware items identified in table 9.1 on the following page. Materials and equipment not listed in table 9.1 shall be provided by the Design-Builder. It shall be the responsibility of the Design-Builder to determine what state provided equipment is needed for the project and to use existing in stock material, and to complete and submit a State Furnished Items order form. As of December 23, 2003 all material listed in table 9.1 were available but quantities varied. Longer mast arms can be modified by cutting tangent section off to form a shorter mast arm. When ordering State Furnished Material submit the order form of needed material to the Resident Engineer and he will forward the request on. The amount of time required by the Department to provide the equipment is identified in table 9.1. The Design-Builder shall schedule the work so as to allow the Department the procurement times shown in table 9.1. The DESIGN-BUILDER will be required to pick up and transport all provided equipment and hardware from the DEPARTMENT'S facility to the Work site or other DESIGN-BUILDER facility. The contact is:

Larry Montoya
UDOT Signal Engineer
4501 S. 2700 W.
Salt Lake City, UT 84114
Ph. 801-965-4924

For State Furnished Items, the contact is:

Katie Knaus
Traffic and Safety Division
Ph. 801-965-4270

The DESIGN-BUILDER shall assume all responsibility for the equipment and hardware from the time the Design-Builder begins handling the equipment during the loading process until its installation is accepted by the DEPARTMENT.

TABLE 9.1

CODE	ITEM	SIZE	LEAD TIME
55085000392	Signal Pole	For mast arms 25', 30', 35', 40', 45'	cal days
55085000393	Signal Pole	For mast arms 50', 55', 60', 65'	30
55085000399	Signal Pole	For mast arms 70', 75'	30
55085000394	Dual Mast Arm Signal Pole	For mast arms 25', 30', 35', 40', 45'	30
28574700509	Mast Arm	25'	30
28574700525	30' Mast Arm	30'	30
28574700566	40' Mast Arm	40'	30
28574700582	45' Mast Arm	45'	30
28574700608	50' Mast Arm	50'	30
28574700640	60' Mast Arm	60'	30
28574700665	65' Mast Arm	65'	30
28574700681	70' Mast Arm	70'	30
28574700697	75' Mast Arm	75'	30
55085000385	Light Pole Extension	30' with 10' arm	30
55085000386	Light Pole Extension	40' with 10' arm	30
55085000390	10' Ped Pole		30
55085000387	42' Freeway Light Pole		30
28574000221	45' Camera Pole		30
55085000378	Anchor Bolt Assembly	1" Diameter X 36"	30
55085000379	Anchor Bolt Assembly	2" Diameter X 66"	30
55085000380	Anchor Bolt Assembly	1.5" Diameter X 54"	30
55081000462	Controller, Traffic Signal,	Nema Ts2 Type 1, (Peek)	30
55081000467	Controller, Traffic Signal,	Nema Ts2 Type 1, (Econolite)	30
55081000488	Cabinet Assembly, Ts2 Type 1,	Nema Size 6 (Econolite)	30
55081000503	Cabinet Assembly, Ts2 Type 1,	Nema Size 6 (Peek)	30
55080100302	Camera Assembly, Video Detection	with Sun Shield	30
55080100314	Camera Mount, Video Detection	with 46" Tube	30
55080100316	Camera Cable, Video Detection	90' (Ms Conn-90' Pigtail)	30
55080100321	Controller, Video	Trak 905 W/ Camera Interface Panel	30
N/A	Video Processing Module	Required If More Than 4 Cameras/Controller	30
N/A	Fiber Optic Data Modem		30
N/A	Video Detection Modem		30
80109200255	Mast Arm Mounted Sign	(60" X 16")	30
80109002940	Mast Arm Mounted Sign	(72" X 16")	30
80109207201	Mast Arm Mounted Sign	(96" X 16")	30
N/A	Mast Arm Mounted Sign	(Regulatory Sign)	30
55085170282	Mounting Brackets		30

If the Department fails to provide State-provided equipment within the number of calendar days shown in table 9.1, the Contractor will receive a non-compensable time extension as warranted by the CPM

schedule. If the Department provides the State-provided materials in fewer working days than shown in table 9.1, no adjustment to contract time or time-related costs will be made.

9.2 SUBMITTALS

Allow one week to complete reviews and return comments to the DESIGN-BUILDER. Up to 3 submittal packages shall be accepted for a given seven-day period. A submittal package may include multiple similar or related submittals, e.g., conceptual drawings (including channelization/stripping plan, ROW footprint and takes, pole locations, signal head location and alignment, signal phasing plan, curb and gutter locations, etc.). DESIGN-BUILDER will define NTP + n calendar days within the prescribed schedule.

9.3 SITE INSPECTION AND TESTING

The DEPARTMENT will do oversight of installed equipment, hardware, or improvements. Local agencies may be involved with inspection and oversight of improvements on respective agency's ROW.

9.4 RIGHT OF WAY SERVICES

The DEPARTMENT will review all appraisals and approve final offers. The DEPARTMENT will pay for the right of way property costs but all other right of way services shall be included in the PROPOSAL

9.5 REIMBURSEMENT OF RIGHT OF WAY ACQUISITION COSTS

The DESIGN-BUILDER shall include in the lump sum price all costs associated with the acquisition of right of way except for the actual price of the real estate itself. The DEPARTMENT will make payment for the real estate to the property owner.

*** END OF CHAPTER ***

APPENDIX 1 SAMPLE CONTRACT

CONTRACT

2002 U.S. STANDARD UNITS (Inch-Pound Units) STANDARD SPECIFICATIONS and SPECIAL PROVISIONS

Project No:

Name:

County:

Contractor:

Bid Opening:

Date



CONTRACT

THIS AGREEMENT, made and executed in **Four (4)** original counterparts this _____ day of _____ A.D. 2003 between the Utah Department of Transportation, hereinafter called "Department," first party, and _____ hereinafter called "Contractor," second party.

WITNESSETH, for and in consideration of payments, hereinafter mentioned, to be made by the Department, the Contractor agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Department and to do and perform all work in the _____ in SALT LAKE County, State of Utah, the same being identified as _____ for the approximate sum of _____ Dollars and 00/100 (\$.00).

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the plans and specifications. The said Plans and Specifications, Notice to Contractors, Instruction to Bidders, Bid Proposal, Special Provisions and Contract Bond are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, the Department agrees to pay to Contractor in the manner and in the amount provided in the said specification and proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.

Attest:

UTAH DEPARTMENT OF TRANSPORTATION

UDOT Administrative Secretary

Director of Transportation - First Party

Witness to: Contractor Company Representative

Contractor - Second Party

Approved as to form:

by _____
UDOT Legal Counsel

by _____
Contractor Company Representative

APPROVED _____
Contract Administrator

Utah Contractor License Number

FUNDS AVAILABLE _____

Budget Officer

Date

PERFORMANCE BOND

TITLE 63, CHAPTER 56, SEC., 38 AND 39, U.C.A., 1953 AS AMENDED

KNOW ALL MEN BY THESE PRESENTS:

That, hereinafter referred to as the "Principal," and a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah by and through the Utah Department of Transportation, hereinafter referred to as the "Obligee," in the amount of _____ Dollars and 00/100 (\$.00) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the obligee, dated the ____ day of _____ 2003 for in the County of SALT LAKE, State of Utah, Project No. _____ for the approximate sum of _____ Dollars and 00/100 (\$.00) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the contract in accordance with the plans, specifications, and conditions thereof, then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____ 2003.

WITNESS OR ATTESTATION:

(Seal)

Witness To: Contractor Company Representative

Contractor Company Representative (Seal)

Surety Company

Phone: _____

Witness To: Attorney-in-Fact

By _____
, Attorney-in-Fact

being first duly sworn on oath disposes and says, he is the Attorney-in-Fact of the _____ and he is duly authorized to execute and deliver the foregoing obligation, said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

, Attorney-in-Fact

Subscribed and sworn to before me this _____ day of _____ 2003.

My commission expires: _____

Notary Public

APPROVED AS TO FORM: _____

UDOT Legal Counsel

PAYMENT BOND

TITLE 63, CHAPTER 56, SEC., 38 AND 39, U.C.A., 1953 AS AMENDED

KNOW ALL MEN BY THESE PRESENTS:

That, hereinafter referred to as the "Principal," and a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____ hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah by and through the Utah Department of Transportation, hereinafter referred to as the "Obligee," in the amount of _____ Dollars and 00/100 (\$.00) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the obligee, dated the ____ day of _____ 2003 for in the County of SALT LAKE, State of Utah, Project No. _____ for the approximate sum of _____ Dollars and 00/100 (\$.00) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall pay all claimants supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____ 2003.

WITNESS OR ATTESTATION:

(Seal)

Witness To: Contractor Company Representative

Contractor Company Representative (Seal)

Surety Company

Phone: _____

Witness To: Attorney-in-Fact

By _____
, Attorney-in-Fact

being first duly sworn on oath disposes and says, he is the Attorney-in-Fact of the _____ and he is duly authorized to execute and deliver the foregoing obligation, said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

, Attorney-in-Fact

Subscribed and sworn to before me this _____ day of _____ 2003.

My commission expires: _____

Notary Public

APPROVED AS TO FORM: _____

UDOT Legal Counsel

APPENDIX 2 CHECKLISTS

(Assume the existing Right of Way to be approximately at fence lines shown on electronic files except in the South East quadrant as shown.)

Checklist SR-203 - page 1 of 2

Scope of Work	YES	NO	DB	Comments
General:				
Refresh all paint striping to project limits. Install stop bars.	x			
Tie into Existing Signal Interconnect		x		
Provide New Power Source	x			
Provide New Underground Service Pedestal	x			
Install New Size 6 Cabinet & Foundation	x			
Update Striping	x			Paint x Tape
Video detection	x			Provide timing plan and setup cameras per manufacturer guidelines.
Top Soil and Reseed ⁶	x			At all disturbed locations
Shadow Valley Dr.:				
Provide New Detection	x			Use camera detection
Install New Crosswalks	x			Use LED Ped Heads
Install New Traffic Signal Heads	x			Use LED heads and back plates
SR-203 Harrison Blvd.:				
Provide New Detection	x			Use camera detection. Install additional camera for dilemma zone north bound only.
Install New Crosswalks		x		
Install New Traffic Signal Heads	x			Install Single Section Heads with arrows for free S.B. movement and head for left turn phase in addition to Standard configuration for N.B. Use LED heads and back plates.
Install Channelization Island	x			SB movement shall be free movement. Legs of channelization island shall be a minimum of 30' to the North and 100' to the South. Use M2 curb with concrete filler for island. Plowable end sections and object marker signs required.
Quadrant West:				
Construct Pole Foundation	x			Limited space due to steep side slope.
Construct Pole and Mast Arm	x			Must use in stock material, contact Larry Montoya.
Construct Cabinet & Foundation ⁷		x		
Additional ROW Required		x		
Construction Easement Required		x		
Install Luminaire	x			Use 400 Watt HPS full cut off luminaire.
Construct Pedestrian Access Ramp		x		
Install Pedestrian Head and Button		x		
Install Pedestrian Pole		x		
Construct Curb Radius and Sidewalk		x		
Overhead Mast Arm Conflict		x		
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts ⁸	x			Fiber optic cable and buried telephone line.
Install silt fence during excavation of pole foundation see standard specification 01571(includes slope seeding)	x			

⁶ Addenda #1 – January 20, 2004

⁷ Addenda #1 – January 20, 2004

⁸ Addenda #1 – January 20, 2004

Checklist SR-203 - page 2 of 2

Quadrant NE:				
Construct Pole Foundation	x			
Construct Pole and Mast Arm	x			Must use in stock material
Construct cabinet & foundation			x	Use size 6 cabinet (cabinet may be located in either NE or SE Quadrant)
Additional ROW Required			x	
Construction Easement Required	x			
Install Luminaire	x			Use 400 Watt HPS full cut off luminaire. Mount dilemma zone camera on luminaire arm.
Construct Pedestrian Access Ramp	x			
Install Pedestrian Head and Button	x			
Install Pedestrian Pole		x		
Construct Curb Radius and Sidewalk ⁹	x			Extend sidewalk to North end of existing curb and gutter to provide pedestrian access from bus stop.
Overhead Mast Arm Conflict		x		
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts	x			
Other ¹⁰	x			Trees and slope hazard exists and will be more serious after lane shift for island. Mitigation required. Approximately 100 feet of fence is located inside UDOT Right of Way and will require removal and replacement in kind approximately 17 feet to the East. UDOT will clarify ownership issues with the property owner and stake new location of fence. If removal of toe of slope is a part of design a retaining wall will be required along the homeowners frontage from near the homeowners driveway, South to the end of slope cut. Approximately 100 feet. Use wall system from UDOT Approved Products List. Specify wall type in proposal. Consider appearance and landscape value in choice.
Install No Pedestrian Access sign for SR-203	x			
Quadrant SE:				
Construct Pole Foundation		x		
Construct Pole and Mast Arm		x		
Construct cabinet & foundation ¹¹			x	Use size 6 cabinet (cabinet may be located in either NE or SE Quadrant)
Additional ROW Required			x	
Construction Easement Required			x	
Right turn lane from SR-203 to Shadow Valley Dr. will be replaced with minimum pavement design as noted in section 4.12 ¹²	x			Reconstruct pavement south of cleanout box and east of white outside lane line. New right turn shall be a minimum of 200 ft long plus a 15:1 taper
Install Luminaire		x		
Construct Pedestrian Access Ramp	x			
Install Pedestrian Head and Button	x			
Install Pedestrian Pole	x			
Construct Curb Radius and Sidewalk			x	
Overhead Mast Arm Conflict		x		
Other Possible Overhead Conflicts		x		
Possible Underground Conflicts		x		
Install No Pedestrian Access sign for SR-203	x			

⁹ Addenda #1 – January 20, 2004¹⁰ Addenda #1 – January 20, 2004¹¹ Addenda #1 – January 20, 2004¹² Addenda #1 – January 20, 2004

APPENDIX 3 ENVIRONMENTAL DECISION DOCUMENT**ENVIRONMENTAL STUDY
SAFETY SIGNAL PROJECT**

Revised 6/2000

Project Name: SR-203 Harrison Blvd. & Shadow Valley Dr., Ogden
Project No.: SP-0203(4)1 PIN 4297 Job/Proj. 90167
Prepared By: Brett Slater Date: Dec. 22, 2003

SIGNATURES REQUIRED FOR APPROVAL**STATE FUNDED PROJECTS**

As a result of this Environmental Study, UDOT finds that this project will NOT cause significant environmental impacts.

Review/Approved: [Signature] Date: 12/23/03
UDOT Region Environmental/Hydraulics Engineer

FEDERALLY FUNDED PROJECTS

As a result of this Environmental Study, UDOT finds that this project will NOT cause significant environmental impacts and qualifies as a Categorical Exclusion Level II, under paragraph 11, according to the agreement between UDOT and FHWA for Environmental Approval Authority for selected Categorical Exclusion documents. For Level III projects, use the five page environmental study form.

Review/Concur: _____ Date: _____
UDOT Region Environmental/Hydraulics Engineer

Approved: _____ Date: _____
UDOT Chief Environmental Engineer

Type of Project

- | | | |
|--|--|--|
| <input type="checkbox"/> Guardrail Installation/repair | <input type="checkbox"/> Chip Seal | <input type="checkbox"/> Bridge Rehabilitation |
| <input type="checkbox"/> Slurry Seal | <input type="checkbox"/> Pavement Rejuvenation | <input type="checkbox"/> Sign Installation/repair |
| <input type="checkbox"/> Plant Mix Seal | <input type="checkbox"/> Rotomill/Overlay | <input type="checkbox"/> Other: <u>Safety Signal</u> |

Description

Location: Harrison Blvd. & Shadow Valley Dr., Ogden Ref. Posts: .75 to 1.3 Route No. SR-203

Note on Off Site Work: Stockpile sites, staging areas, and all off site work areas are subject to environmental clearances.

Hazardous Waste

☒ On site inspection of the project gives NO indication of the presence of hazardous waste.

☐ On site inspection of the project indicates there MAY be hazardous waste. Appropriate evaluation, clearance and mitigation requirements are attached.

Rare, Threatened or Endangered Species

than 1 year old from date of issue or they need to be updated by issuing agency.)

Cultural and Paleontological

NO ☒ YES ☐ Does the project have the potential to affect the character and use of historic properties or fossil resources?

YES ☐ For projects that have an adverse effect on historic properties, a formal public notice has been published in area newspapers.

☐ SHPO and State Paleontologist concurrence with the Determination of Eligibility and Finding of Effect is attached. Where applicable, Advisory Council concurrence and an executed Memorandum of Agreement is attached. (Note: All consultation must be submitted through UDOT).

Invasive Species

☒ This project does not have the potential to introduce or spread invasive species included on the noxious weed list of the State of Utah and the county noxious weed list based on project location.

☐ This project HAS the potential to introduce or spread invasive species included on the noxious weed list of the State of Utah and the county noxious weed list based on the project location. Best management practices (BMP's) will be implemented to minimize the spread of invasive species. These BMP's are listed in the mitigation section or included in the project specifications.

Water Pollution, Wetlands, Floodplains, Stream Encroachments

☒ This project will have NO effect on wetlands, floodplains or water quality and will not encroach on any stream.

☐ This project MAY affect wetlands, floodplains, water quality, or may encroach on a stream. Coordinate with UDOT Region Hydraulics Engineer. Appropriate mitigation commitments and permit requirements are attached.

Mitigation

☒ No mitigation commitments are required for this project.

☐ Mitigation commitments are required for this project. A list of these commitments is attached.

Conclusion

☒ No significant environmental impacts are expected;

☒ No substantial controversy exists on environmental grounds;

☒ No significant impacts are expected to properties protected by Section 4(f) of the DOT Act or Section 106 of the National Historic Preservation Act; and

☒ No inconsistencies with any Federal, State, or local law, requirement or administration determination relating to the environmental aspects of the action are expected.

APPENDIX 4 PROPOSAL GUARANTY

Bid Bond

FAX to UDOT prior to the 2:00 P.M. bid opening date, Fax numbers: (801) 965-4403 or (801) 965-4363.

Principal _____

Surety _____

Sum of Bond Five Percent (5%) of the Total Amount of Accompanying Bid _____

Date Bond Executed _____

Bid Open Date _____

KNOW ALL MEN OF THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the STATE OF UTAH, ACTING BY AND THROUGH THE UTAH DEPARTMENT OF TRANSPORTATION, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated as shown above for:

_____, the same being identified as Federal Aid Project No. _____.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said principal does not execute a contract and give bond to be approved by the obligee for the faithful performance thereof within 15 days after being notified in writing of such contract to the principal, then the sum of the amount stated above will be forfeited to the Utah Department of Transportation as liquidated damages and not as a penalty; if the said principal shall execute a contract and give bond to be approved by the obligee for the faithful performance thereof within 15 days after being notified in writing of such contract to the principal, then this obligation shall be null and void.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Individual or Partnership Principal _____

Corporate Principal _____

Business Address _____

By _____

Title _____

Affix Corporate Seal _____

Corporate Surety _____

Business Address _____

By _____

Phone _____

Title Attorney-in-Fact _____

Affix Corporate Seal _____

STATE OF UTAH

Salt Lake City, Utah

COUNTY OF SALT LAKE

_____ being first duly sworn, on oath deposes and says that he/she is the Attorney-in-Fact of the above-named Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Company is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Attorney in Fact _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public _____

My Commission Expires _____

APPENDIX 5 PRICE PROPOSAL BID SHEET**CONSTRUCTION UNIT PRICE ELEMENTS**

DESIGN-BUILD
TRAFFIC SIGNAL SYSTEM IMPROVEMENTS
SR-203 & Shadow Valley Dr., Ogden

PROJECT NUMBER SP-0203(4)1

Note: This project is lump sum and includes all materials, labor, overhead, and profit to complete the project as described in this RFP. PRICE PROPOSALS will only be considered for proposers who have achieved a passing score in all the Pass/Fail and scored criteria.

This PRICE PROPOSAL is to be in a separate sealed envelope clearly identifying the Proposer's Team Name and with the words "PRICE PROPOSAL for Project SP-0203(4)1.

Item	Element	Amount
1	Lump Sum Signal Intersections at SR-203 & Shadow Valley Dr., Ogden.	\$_____

Signed _____ (Authorized Signer for Team)

Date _____

Notary _____

Date _____

APPENDIX 6 ACKNOWLEDGEMENT FORM

FORM AF

ACKNOWLEDGMENT OF RECEIPT
OF
RFP, ADDENDA AND CLARIFICATION NOTICES
(To be attached to Proposal Cover Letter)

(Name of DB Team)

We hereby acknowledge receipt of the Traffic Signal Design-Build Project Request for Proposals, and subsequent addenda and clarification notices, issued by the Utah Department of Transportation.

Addendum No. 1

Date Issued

DB Team Member Signature

January 20, 2004

DB Team Member Signature

January 20, 2004

DB Team Member Signature

January 20, 2004

Clarification Notice No.

Date Issued

DB Team Member Signature

DB Team Member Signature

DB Team Member Signature